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## The Solicitors' Journal and Weekly Reporter.

LONDON, OCTOBER 21, 1911.

The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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### Current Topics.

#### Transfers of County Court Judges.

JUDGE GENT, who has been since 1906 county court judge of Circuit No. 12 (Halifax, &c.), has been transferred to Circuit No. 19 (Cornwall) in succession to Mr. T. C. GRANGER, who has succeeded the late Judge BACON as judge of Circuit No. 42. We understand that Judge GENT's transfer has occasioned much regret in the populous district in which his duties have hitherto lain, where he had won general esteem and confidence.

#### Judge Rentoul and the Law Society.

IN ORDER to estimate the amount of weight and importance to be attached to the criticism passed on the Council of the Law Society by Judge RENTOUL on Wednesday last, it is only necessary to reproduce what appears to be a verbatim copy of his remarks, published in the *Daily Mail* of Thursday. Counsel in a case before him, having referred to the conduct of a solicitor, the judge burst forth with the following observations [the italics are ours]:—

"I think the Incorporated Law Society [sic] would do its own profession credit and justice if it looked into more of these *rumours*, which, although they may be only *flying rumours*, are flying persistently with regard to certain solicitors carrying on practices of a kind very degrading to the profession. I don't think the society investigate nearly as many cases for their own honour and the honour of the profession as they ought to do."

It is a novel view of the functions of the Discipline Committee that they sit to investigate "flying rumours"; or that the Council are to address themselves to the collection and consideration of current gossip, the nature of which is not disclosed in the accusation, but which is stated to relate to practices by solicitors "very degrading to the profession." We trust that the Council will insist on a statement by Mr. RENTOUL of the exact nature of the rumours to which he alluded, and of the evidence on which his statement was based, and whether he spoke solely on the strength of the remarks of counsel in the case before him, made behind the back of the solicitor referred to? We hope also that the correspondence with the judge will be published, so as to counteract the impression produced by his observations, which, under the heading of "the honour of solicitors," will no doubt be reproduced in every part of the kingdom. As a matter of fact, the Discipline Committee have of late gone far in punishing practices considered to be unprofessional, but, whatever Mr. RENTOUL may think, it is necessary for them to act on evidence.

## Sunstroke as an Accident.

THE CASE of *Daries v. Gillespie* (*Times*, October 19th), which came before the Court of Appeal on Tuesday, is another of those interesting cases under the Workmen's Compensation Act, 1906, which have resulted from the inherent difficulties that lurk behind the meaning of the word "accident." The applicant, who succeeded both before the county court judge and in the Court of Appeal, was the first officer of a ship voyaging in the West Indies. While superintending the loading of cargo at Hayti, a routine part of his duties, the officer had an attack of sunstroke, which permanently destroyed his optic nerve, and deprived him completely of the use of one of his eyes. The court held that the danger of sunstroke was a risk incidental to the employment of a sailor, although an abnormal risk, and that therefore, the injury occasioned by the sunstroke was (1) an "abnormal occurrence" so as to constitute an accident, and (2) "arising out of the employment." Sunstroke must, therefore, be added to the following matters which have already been held to be "accidents" for the purposes of this Act: heatstroke occasioned to a stoker in the boiler of an engine (*Ismay, &c., v. Wilkinson*, 1908, A. C. 437); lighting (*Kelly v. Kerry County Council*, 1908, 1 Butterworth W. C. C. 144), although in this latter case the applicant was defeated on another ground; rupture occasioned by strain (*Fenton v. Thorley & Co.*, 1903, A. C. 443, and *Clover, &c., v. Hughes*, 1910, A. C. 242); hysterical nervous shock (*Eaves v. Blaenyclach Co.*, 1909, 2 K. B. 73), and cat-bite in a stable (*Rowland v. Wright*, 1909, 1 K. B. 963). On the other hand, paralysis of a leg resulting from the riding of a tricycle has been held to be disease, not accident (*Walker v. Hockney*, 2 Butterworth W. C. C. 20). The question of sunstroke had been previously before the court in *Morgan v. Owners of S.S. Lenoida* (1909, 2 Butterworth W. C. C. 19), but the facts in that case were somewhat different from the present and less conclusive.

## Money-lenders' Judgments and Bankruptcy.

IN GENERAL a judgment is decisive as to the existence of the debt in respect of which it has been obtained, but this is not so in bankruptcy, and, in order to preserve the rights of creditors, the courts have been in the habit of inquiring into the consideration for which the judgment was obtained. "If," said JAMES, L.J., in *Ex parte Kibble* (L. R. 10 Ch. p. 377), "a judgment were conclusive, a man might allow any number of judgments to be obtained by default against him by his friends or relations without any debt being due on them at all; it is, therefore, necessary that the consideration of the judgment should be liable to investigation." And adopting the same principle, Lord ESHER, M.R., said in *Ex parte Lennox* (16 Q. B. D. p. 323): "Although by consenting to a judgment the debtor is estopped everywhere else from saying that there was no debt due—although the judgment is binding upon him by reason of his consent, and of its being the judgment of the court—yet no such estoppel is effectual as against the Court of Bankruptcy." This principle has been applied in *Re Campbell, Ex parte Seal* (Weekly Notes, 1911, p. 183) to the case of a judgment founded on a debt which, as a debt, was irrecoverable by virtue of the Money-lenders Act, 1900. Under section 2 (1) (c) a money-lender is prohibited from entering into any agreement in the course of his business as a money-lender with respect to the advance and repayment of money, or to take any security for money in the course of his business as a money-lender, otherwise than in his registered name, and it is settled that any agreement or security made or given in contravention of this section is void: *Bonnard v. Doff* (1906, 1 Ch. 740). In the present case SEAL, who was an unregistered money-lender, had entered into a transaction with the bankrupt under which he was the holder of the bankrupt's promissory notes for £4,000. SEAL had signed final judgment for this sum, and subsequently an arrangement was made whereby the debt with interest was to be payable by instalments, and SEAL was not to proceed on the judgment. In the bankruptcy he proved under this arrangement, but the proof was rejected by PHILLIMORE, J., and his decision has been upheld by the Court of Appeal. The Court of Bankruptcy was entitled to go behind the judgment, and since the original transaction, so far

as it provided for the repayment of the money, was void, the judgment was without consideration, and the arrangement founded on the judgment gave no right of proof.

## Forfeiture of Deposit.

IT IS a well-known principle of law that a person cannot enjoy the advantages of rescission without yielding up every benefit he has taken by the previous part performance of the contract. It follows that a vendor cannot have rescission and damages for breach of a contract. But an exception occurs, or was thought to occur, in the case of a deposit paid to the vendor on a sale, and it seems to have been established by *Dunn v. Vere* (19 W. R. 151), and *Howe v. Smith* (27 Ch. D. 89), that, in the absence of a stipulation to the contrary, the intention will be implied, from the very nature of the deposit, that it shall be a guarantee for the purchaser's due performance of the contract, and shall be forfeited on his default to the vendor. It is true that in *Mackrell v. Marlar* (1 Cox 259) a vendor suing for rescission was decreed to return the deposit, but the point there was not argued or contested, and the decision must be taken as overruled by *Howe v. Smith*. Then came the case of *Jackson v. De Kadich* (1904, W. N. 168), where the deposit was in the hands of stakeholders, and the vendor asked for rescission and a declaration that he was entitled to the deposit, but FARWELL, J., said the vendor could not have rescission and at the same time damages for the breach of the contract; that in *Howe v. Smith* there was no rescission, and in the absence of authority, he declined to make the declaration asked for. The learned judge, however, was clearly wrong in saying that there was no rescission in *Howe v. Smith*; the vendor there had elected to rescind, and had, in fact, rescinded by reselling the property as owner. We discussed the matter *ante*, p. 609, in relation to a decision of NEVILLE, J., in *Jones v. Burnell* (since noted in W. N. 1911, p. 153). Curiously enough, the point again came before the court for decision in *Hall v. Burnell* (*ante*, p. 737), when EVE, J., regretted that he should have to decide so important a point on the last day of the sittings. In that case the deposit had been paid to the plaintiff's solicitors as stakeholders, and the contract contained no clause as to forfeiture; the vendor asked for rescission and a declaration that he was entitled to the deposit. EVE, J., said he could not conceive that the fact of the deposit being in the hands of stakeholders could make any difference; he did not think FARWELL, J., fully understood the facts in *Howe v. Smith*, and he made the order asked for. The point, therefore, seems to be now finally settled.

## Insanity in Cases of Life Insurance.

THE QUESTION of insanity and its different degrees is most frequently brought forward in courts of justice in the course of criminal proceedings, but it is sometimes an important one as between a life insurance company and the representatives of an insured person. Most policies of life insurance contain a condition or warranty that the insured will not commit suicide, the wider phrase "die by his own hand," or "die by his own act" being sometimes used. Where payment of a claim is resisted by an insurance company on the ground that the insured has committed suicide or died by his own act, this defence may sometimes be successfully met by shewing insanity on the part of the deceased person. The degree of insanity that must be proved will depend on the precise form of the warranty in the policy—the words "die by his own hand" will cover a case which might not be covered by "commit suicide." In order that insanity should be an answer to the defence of the insurers, a higher degree might be necessary where the words were "die by his own hands" than if the word suicide were used. This is illustrated by *Borradaile v. Hunter* (1843, 5 M. & Gr. 639). In that case the words of the policy were "die by his own hands." The insured threw himself from Vauxhall Bridge and was drowned. The jury found that he knew his act would result in his death, but had no criminal intention. The Court of Common Pleas (TINDAL, C.J., dissenting) gave judgment for the insurers, though their decision would have been the other way had the words of the warranty been "will not commit suicide." It was subsequently held by the Exchequer Chamber that "suicide" includes all acts of voluntary self-destruction: *Clift v. Schwabe* (1846, 3 C. B. 437). But,

where the degree of insanity is so high that the insured who kills himself does not know that the use of a lethal weapon will cause his death, the insurers apparently would not be able to rely on the defence of suicide or self-destruction. The act of a man so insane as not to know what he is doing would, in one sense, be no more his own act than a mere accidental occurrence. There appears, however, to be no case in the English reports which is any authority as to how far the physical act of an insane person could be held not to be his own act, for the purpose of coming under a warranty that an insured person would not "die by his own act." In the absence of any such authority, it may be useful to refer to a case in the Australian reports, which appears to be decided in accordance with the principles laid down in *Borradaile v. Hunter* and other cases, and where this very point is dealt with: see *Ballantyne v. Mutual Life Insurance Co. of New York* (1891, 17 V. L. R. 520). The words in the policy there were "die by his own act." The insured caused his own death by shooting himself through the head. The jury found that he was so insane as not to know that firing a gun into his own head would kill him. The Supreme Court of Victoria held the insurance company liable, on the ground that the firing the gun and killing himself was not the "act" of the insured within the meaning of the warranty that he would not die by his own act. This decision should be of persuasive authority under similar circumstances in England.

#### The Fair Wages Clauses in Local Government Contracts.

A CIRCULAR LETTER, dated September 2nd 1911, has been addressed by the Local Government Board to the clerks of all county, borough, and district councils. This letter urges upon such bodies the adoption of the clauses relating to the payment of wages which are now inserted by Government Departments in contracts which they make with contractors in relation to public work. We do not wish to discuss the expediency or otherwise of the insertion of these clauses, but it may be worth while to consider their purport and efficacy. The form of these clauses was suggested in the report of the Fair Wages Committee of 1908, and it is of a kind that sooner or later will require legal interpretation in the courts. Clause 1 contains an undertaking that the contractor will, in the execution of his contract, observe and fulfil certain obligations specified in a resolution of the House of Commons, passed on the 10th of March, 1909, including:—

- (a) The payment of rates of wages and the observance of hours of labour as commonly recognized by the local employers and trade-unions, or—if there are none such—then those which in practice prevail among good employers.
- (b) The conditions of employment generally prevailing in the locality are to be observed by the employer and considered by the court in case of a dispute as to the observance of this clause.
- (c) No assignment or subletting is to be permitted, except so far as is customary in the trade concerned.
- (d) The contractor is to take responsibility for the observance of the clause by sub-contractors.

Clauses 2, 3, 4, 5 provide for a number of matters incidental or collateral to the first clause, which is evidently regarded as the most important of the five. Curiously enough, no provision is suggested for the enforcement of the obligations imposed by the clause. Probably the absence of any such suggestion is due to the uncertain state of the law as to the precise effect of such stipulations in a contract. There are, roughly speaking, three possible modes of attempting its enforcement. The first is to name a sum to be payable by way of liquidated damages in the case of any breach of the clause. But it is doubtful whether the court would not regard such sum so named as in reality a penalty and therefore void (see *JESSEL, M.R.*, in the leading case of *Wallis v. Smith* (21 Ch. D. 243), and the notes thereto in Brett's *Leading Cases in Modern Equity*). Again, it might be stipulated that the observance of the clauses should be a condition precedent to the recovery of payment for work done by the contractor. Here again, however, we are faced with the question of penalty, since such a condition would be simply another way of saying that the contractor was to pay a sum

of money (namely the contract price) by way of penalty for breach of the clauses. Lastly, it might be provided that the surveyor, engineer, or architect who gives the usual certificate to the contractor for work done should not be obliged to give such certificate when the fair wages clauses have not been complied with. Probably this method is the least open to question on grounds of legal principle; and we believe that in substance it is already adopted in practice by those local authorities who insert fair wages clauses in their contracts. The point is an interesting one, but we have not been able to find much assistance upon it in any of the works which deal with such contracts.

#### Necessity, How Far an Excuse for Trespass.

WE HAVE already had occasion to notice the case of *Cope v. Sharpe*, which on three separate occasions has been the subject of decisions of the Divisional Court, the first two of which are reported 1910, 1 K. B. 168, and 1910 2 K. B. 410 respectively. On the third occasion, in April last, the court held that if a fire breaks out on land, the tenant of the sporting rights is entitled to adopt such means on the land for extinguishing the fire as may in the circumstances be necessary for the preservation of his sporting rights, but that to justify a trespass the intervention of the tenant must be actually necessary for the preservation of his game, and that it is not sufficient to justify a trespass that a reasonable man should think it necessary if, in fact, it was not necessary. Much of the law of trespass is archaic, and there can be no doubt that a wrongful intention on the part of the trespasser is not essential to the cause of action; that if A walk over B's field without permission he may have no knowledge of the owner's right nor intention to injure him—he may reasonably believe that he is using a public footpath; but his good faith and absence of negligence, though they may be very material in considering the damages which may be awarded against him, do not alter the fact that he has been guilty of a legal wrong. But the common sense of most persons would revolt against an action for trespass against a man who reasonably believed that he could only escape from danger to his life by entering the land of his neighbour. In an island subject to invasion from the sea, the court would hardly consider that a wayfarer caught by the tide who took refuge in an adjoining close was guilty of an actionable wrong, even where it appeared that the danger was not so pressing as was imagined. It has undoubtedly been the general opinion that inevitable necessity is an excuse for a trespass, and it is reasonable that the legality of an entry into adjoining land should be determined by the circumstances at the time of the entry, and not by what may have happened or be discovered subsequently.

#### Police Magistrates as Arbitrators.

WE HAVE referred on many occasions to the modern tendency of the Legislature to thrust upon summary jurisdiction courts a large number of civil duties which were not contemplated by Edward III. when he issued his first commission of justices "for the preservation of the King's peace." The recent dispute between the Postmaster-General and the Southwark Borough Council, with reference to the erection of overhead wires in certain streets of that borough (46 L. J. Newspaper, 625), is an interesting reminder of one of these miscellaneous duties. The streets of the Metropolis, of course, are, with the exception of main roads, vested in the various metropolitan boroughs, and the council of each such borough must, as a rule, be asked for its consent before a street within its area can be used for public purposes. The setting up of overhead wires for purposes of telephonic communication by any company or local authority duly authorized to instal the telephonic system, is expressly placed under the control of the read authority by the London Overhead Wires Act, 1891, but this statute does not bind the Crown. On the other hand, the Crown, as represented by the Postmaster-General, is expressly bound by the Telegraphs Acts, 1863 and 1878; and section 4 of the latter Act provides for the settlement of disputes between the Postmaster-General and a local authority in London, as to the placing of posts in, under, or along a public way, by reference to a metropolitan police magistrate for arbitration. A dispute having arisen

between Mr. BUXTON and the Southwark Borough Council, and a deadlock having been reached, the powers of this section were invoked, with the result that Mr. HOPKINS, who sits at the Lambeth Police Court, was called upon to exercise his statutory functions. Such a procedure is obviously simpler and cheaper than the cumbrous administrative inquiries held by the Local Government Board under a series of analogous statutes.

#### Decision upon View, without Witnesses.

THE ACTION of one of the metropolitan police magistrates who recently, upon a charge for working a lame mare, himself inspected the animal in the courtyard near the police office, gave his decision as to the condition of the animal and made recommendations as to its treatment, was entirely in accordance with the practice of justices of the peace. A judge and jury who hear and determine the more serious cases under the penal laws are assisted in their conclusions by matter which is submitted to their ocular inspection, as in the ordinary case of the comparison of grain in the possession of the prisoner with that from which a portion has been stolen, and in a court of summary jurisdiction there is no difference of procedure. There is, however, some difference of opinion among judges who decide a case without the intervention of a jury as to the extent to which they are entitled to avail themselves of their private knowledge and experience. This diversity may be observed in the Chancery Division, and particularly in light and air and patent cases. Descending to inferior tribunals, we believe that some county court judges decide, upon their own inspection, questions as to the fit of a dress, while others refuse to proceed without the evidence of experts.

#### Right to Kill Pheasants which Fly from their Coverts to Adjoining Land.

SOME OF the sporting papers complain of the insufficiency of our common and statute law to prevent what they are pleased to call "legalized robbery in the coverts." They remind us that so long as pheasants remain on their breeder's estate, the law recognizes his rights. But let one of them put a foot on to the adjoining ground and the bird instantly becomes, in the eye of the law, equally the property of the owner of that land, and he can shoot it in the presence of the man who bred and reared it. The writer of one of these articles suggests that in some cases raisins and other well-known baits are laid down to tempt birds on to the land of adjoining occupiers. These statements are possibly well founded, but any change in our legislation as proposed would involve a repeal of the long-established law of England that wild animals in a state of nature are common to mankind, and are not proper subjects of private ownership. The difficulty of procuring any such enactment in these days, when strong exception is taken to all game laws, may be regarded as insuperable.

#### Contumacy in French Criminal Procedure.

THE FRENCH procedure under which a criminal who does not obey the citation addressed to him is proceeded against in his absence, as having been guilty of contumacy, is diametrically opposed to the principles and practice of the English courts, for it is against the spirit of our law to prosecute a person in his absence. In France, however, the evidence against the person in default is placed before the Court of Assize, sitting without a jury, who pass sentence upon him in due course. This sentence, after publication in the manner prescribed, deprives the accused person of his rights as a citizen and renders his goods liable to sequestration. In a case which has just arisen before the Court of Assize for the Department of the Seine, the hearing in the absence of the defendant was attended by a result which is said to be of rare occurrence: the court, at the recommendation of the Public Prosecutor, having declared the defendant not guilty. It is added that his non-appearance was the result of an accident, and that he had intended to apply to the Court to set aside the proceedings for contumacy, and to allow the charge to be heard in the ordinary manner.

#### The Privilege of Walking in the Public Streets.

LONDONERS, WHOSE attention is daily called to the development of the traffic in the public streets, may be interested to hear that

it was held by DENMAN, C.J., in *Ross v. Litton* (5 C. & P. 407), that a man has a right to walk in the road if he pleases, for it is a way for foot passengers as well as carriages. This privilege had been exercised by the plaintiff in the case under consideration, though he was proved to have had a paralytic stroke, and his claim to damages against the driver of a taxicab was upheld. A similar ruling was given in the Scottish case of *Clerk v. Petrie* (6 R. 1076), where the person run over was a woman ninety-four years of age and suffered from deafness. The Lord Justice Clerk repudiated any suggestion of contributory negligence, and expressed his opinion that where the driver of a vehicle drives over a person in broad daylight, there is the strongest presumption, both in fact and in law, that the driver was in fault. We think, however, that these rulings will not encourage infirm persons to disregard the extra risk caused by the rush of motor-cars and omnibuses. Those who are not weary of life will be unwilling to assert rights which were established in days of coaches and carriages of limited horse power.

## The Effect of the Parliament Act, 1911.

THE Parliament Act varies the constitutional position of the House of Lords by depriving it of the power which it has hitherto possessed to reject a Money Bill, and by placing a restriction on its power to disagree with legislation of other kinds. The constitutional practice under which the House of Lords was disabled from amending a Money Bill, dated, according to Sir THOMAS ERSKINE MAY (Pall. Pract. 11th ed. p. 574), from resolutions of the House of Commons passed in 1671 and 1678. The former resolution declared that 'in all aids given to the King by the Commons, the rate or tax ought not to be altered by the Lords'; and the same principle was affirmed at greater length by the resolution of 1678, and was extended to the initiation of taxation. By the practice and usage based upon these resolutions the Lords were excluded, according to the same authority, not only from the power of initiating or amending Bills dealing with public expenditure or revenue, but also from initiating public Bills which would create a charge upon the people by the imposition of local and other rates, or which dealt with the administration or employment of those charges.

But the withholding from the House of Lords of the power of amendment did not touch their power to reject a Money Bill, and this was exercised in 1860 by the rejection of the Paper Duties Repeal Bill. Since the increased taxation necessary to balance the repeal of the paper duties had already received the consent of Parliament, this overruled the financial arrangements voted by the Commons; and to prevent a repetition of such interference, the Commons passed a resolution of protest, and in the following session presented the financial scheme of the year to the Lords for acceptance or rejection as a whole, and this plan was effectual until the Lords took the step of rejecting the Finance Bill of 1909.

Apart from any political considerations, with which we have nothing to do here, it was, perhaps, hardly to be expected that the Commons would accept this rebuff, and the result is to be found in section 1 of the Parliament Act. This provides that if a Money Bill, having been passed by the Commons and sent up to the Lords at least one month before the end of the session, is not passed by the Lords within one month after it is so sent up, the Bill shall, unless the Commons direct to the contrary, be presented to the Sovereign, and become an Act on the Royal assent being signified, notwithstanding that the Lords have not consented. Thus the House of Lords retains an advisory position with regard to finance, but no more. Money Bills must be presented for its consideration, and the words "unless the House of Commons direct the contrary" imply that the Commons will consider objections made by the Lords, and, if they think proper, will give effect to them. Subsection 2 defines "Money Bill," as meaning a Bill containing provisions of certain classes, the first class being provisions dealing with the imposition, repeal, remission, alteration, or regulation of taxation, and the third,

provisions dealing with the appropriation, receipt, custody, issue or audit of accounts of public money. But taxation, money, or loans raised by local authorities for local purposes, are excluded. Whether a particular Bill is a Money Bill as thus defined, it will be for the Speaker of the House of Commons to determine.

The withdrawal of the power of the House of Lords to reject a Money Bill, though it affects the legal powers of the House, does not make any actual change in constitutional practice. Until the power was asserted in 1909, it had been practically obsolete, and section 1 does no more than prevent the repetition of what was recognized as an unusual step. But it is different with clause 2, which restricts the powers of the Lords as to public Bills other than Money Bills, and thus withdraws a power of vetoing legislation which has been frequently exercised. The power, however, is withdrawn under such conditions as to leave time for extended consideration before any measure with which the Lords disagree can become law, and it is not withdrawn at all as regards a Bill containing any provision to extend the maximum duration of Parliament beyond five years—the period to which it is cut down by section 7. Section 2 provides that if a Bill is passed by the Commons in three consecutive sessions (whether of the same Parliament or not), and, having been sent up to the Lords at least one month before the end of the session, is rejected by the Lords in each of these sessions, it shall, on such third rejection, unless the Commons direct to the contrary, be presented to the Sovereign, and become an Act, on the Royal assent being signified, notwithstanding that the Lords have not assented. But to prevent any shortening of the intended period of delay by accelerating the progress of a Bill, it is provided that two years must elapse between the second reading in the Commons in the first session, and the passing of the Bill by the Commons in the third session. Under sub-section 3, a Bill is to be deemed to be rejected by the Lords if it is not passed by them either without amendment, or with such amendments only as may be agreed to by both Houses; and sub-section 4 provides for maintaining the identity of a Bill, notwithstanding changes in the second and third sessions which are consequent on the delay, or which represent amendments made by the Lords in the preceding session. With perhaps unnecessary caution, considering the diminution which the Act effects in the powers of the House of Lords, it is provided by section 6 that nothing in the Act shall diminish or qualify the existing rights and privileges of the House of Commons.

## A Reading of the New Statutes.

### Perjury.

#### THE PERJURY ACT, 1911 (1 & 2 Geo. 5, c. 6).

This Act is of special interest and importance, since it is the first instalment which has passed into law of Lord LORKEBURN's comprehensive scheme for the codification of the criminal law. The present statute is a true *codifying* enactment, like the Bills of Exchange Act, 1882, or the Sale of Goods Act, 1892, since it sets out the whole law on the subject, both common law and statute law. It is not a mere consolidating Act, such as the Merchant Shipping Act, or the Public Health Act, 1908, which enactments merely amount to a redaction and re-arrangement in one Act of various clauses contained in other Acts, but leave untouched any rules of the common law which concern their subject-matter. From the minutes of evidence taken before the joint select committee of both Houses of Parliament which considered the Bill, it appears that it was drafted by Mr. W. F. CRAIES, the well known editor of Hardeastle's Statutory Law, Russell's Crimes and Misdemeanours, and Archbold's Criminal Pleadings. Mr. CRAIES had the assistance of a committee of experts of great experience in the administration of criminal justice. The result has been the compression of some two hundred and sixty statutes (now repealed, as set out in the schedule) into fifteen substantive and four purely formal sections—surely an unexampled triumph in the art of consolidation and simplification.

The statute is by no means a mere synthesis of existing law; certain amendments necessary to preserve uniformity have been introduced. The chief of these amendments relate to punishments—which, regulated by a series of statutes passed at different times, have hitherto been both various and somewhat anomalous. Certain perjuries which were offences at common law, and therefore not punishable

with hard labour or penal servitude (the general rule in the case of common law misdemeanours) are now statutory, and punishable like other similar offences made penal by a statute, with seven years' penal servitude or imprisonment with hard labour. Again, the curious rule that a prisoner convicted of perjury is punishable with a fine, in addition to, but not in substitution for, imprisonment is replaced by the provision that in perjury—as in the case of all other misdemeanours—the court shall have the option of inflicting a fine alone. Again, certain offences with relation to existing professional registers (such as those of surgeons and solicitors), are made general, so that when any new professional register is sanctioned by the Legislature or otherwise, it will become perjury to make a false declaration in connection with such register. In addition to these amendments, there are one or two places in the new Act where a point of some difficulty is cleared up by the insertion of a definite rule. Thus it always has been doubtful how far an interpreter is liable to punishment for wilful mistranslation of a witness's statement; section 1 now enacts in terms that he shall be deemed guilty of perjury.

The scheme of the statute is extremely simple and easy to follow. Section 1 relates to perjury on oath in the course of judicial proceedings. Section 2 deals with false statements on oath otherwise than in the course of judicial proceedings (e.g., false affidavits for the purposes of the Bill of Sale Act, 1878). Section 3 defines and punishes false statements of various kinds with reference to marriage; section 4 treats similarly such statements with reference to births or deaths; section 5 deals with false statutory declarations; and section 6 with false declarations for the purpose of obtaining registration in order to carry on a vocation. It is not easy to conceive any form of falsehood, whether on oath or otherwise, which may mislead justice, and which remains outside those sections. One, however, has occurred to us—namely, a false statement made by a witness at a local Government public inquiry. Such statement is not made on oath, and therefore is not covered by the first two sections. It does not relate to marriage, birth, death, or professional registration; therefore, it is not covered by sections 3, 4, and 6. There remains section 5, which includes (a) statutory declarations, (b) "abstracts, accounts, balance-sheets . . . , &c.," (c) "in any oral declaration or oral answer which he is required to make by, under, or in pursuance of any public general Act of Parliament for the time being in force." There are certain statutes which this section clearly refers to and intends by the description "public general act" requiring a witness to give an oral answer, e.g., the Parliamentary Registration Act, 1843 (6 & 7 Vict. c. 18, s. 16), the Burials Act, 1890 (43 & 44 Vict. c. 41, s. 10), and the Companies Consolidation Act, 1908 (8 Edw. 7, c. 69, s. 281). But we doubt whether the subsection (c) extends to the holding of local inquiries which are authorized by various Local Government statutes, since those statutes merely direct the holding of an inquiry and do not require any persons to give answers against their will.

We need not recapitulate the remaining sections of the Act, which deal with many different matters affecting the crime of perjury and its punishment.

### Protection of Animals.

#### POULTRY ACT, 1911 (1 Geo. 5, c. 11).

#### PROTECTION OF ANIMALS ACT, 1911 (1 Geo. 5, c. 27).

In the midst of an exceptionally busy and exciting session, Parliament found time to devote attention to the protection from cruelty of domestic fowls, which are designated in the first of the above Acts "poultry," and in the second of them are coupled with cats and other creatures in the expression "animal." Both Acts are remarkable for meticulous and erratic definitions. The first one enables provision to be made for the protection of "live poultry" from unnecessary suffering while being conveyed by land or water or exposed for sale or disposed of after sale, as if suffering were possible to any but live poultry. It uses exclusively the term "live poultry," but defines only the word "poultry," and this is to include "domestic fowls" (nowhere defined in this Act), "turkeys, geese, ducks, guinea fowls, and pigeons." Why, we may ask, are these birds not deemed to be included in "domestic fowls"? And why are peacocks, peahens, and swans not included in the category?

If, however, the first-mentioned Act is deficient in definition, the secondly-mentioned one goes some way to make up for such deficiency. Under section 15, "the expression 'fowl' includes any cock, hen, chicken, capon, turkey, goose, gander, duck, drake, guinea fowl, peacock, peahen, swan, or pigeon." It will be observed that the draftsman is apprehensive that a fowl described according to sex will not be held to include a fowl of the other sex, or of no sex ("capon"), and that the expressions "cock" or "hen" will not include a chicken. What we complain of is that this scheme is not completely carried out. The draftsman omits to include in his list a "cockrel," which may be more than a chicken and less than a "cock," or a gosling or a duckling, or to expressly include turkey cocks

and turkey hens, contenting himself with the expression "turkey." We are sorry for goslings and ducklings, which are apparently left to the tender mercies of evil-minded boys.

The last-mentioned Act repeals and re-enacts, with amendments, the provisions of the Knackers Acts, 1786 and 1844, the Cruelty to Animals Acts, 1849 and 1854, together with subsequent Acts, such as the Wild Animals in Captivity Protection Act, 1900, and the Injured Animals Act, 1907. These provisions are too well known to require recapitulation, but sections 2 and 3 respectively of the present Act, enabling the Court to order the destruction of the animal which has been ill-used or to deprive the ill-user of the ownership of the animal, appear to be new. The provisions of 39 and 40 Vict., c. 77, as to vivisection, are not to be affected by the present Act.

### Old Age Pensions.

#### THE OLD AGE PENSIONS ACT, 1911 (1 & 2 Geo. 5, c. 16).

Under section 2 (3) of the Old Age Pensions Act, 1908, an applicant for an old age pension must satisfy the pension authorities that his yearly means, as calculated under the Act, do not exceed £31 10s., and section 4 prescribes how yearly means are to be calculated. For this purpose it is necessary to take into account both the earned income of the applicant and the annual value of property which he possesses, whether it is invested and produces income, or might be so invested, or whether he is in personal enjoyment of it. The provisions of section 4 regulating these matters are repealed, and somewhat different provision is made by section 2 of the present Act, the chief variation being that for uninvested property, not being property which the occupant is personally enjoying, the yearly value is to be taken to be one-twentieth part of the capital value, and furniture and personal effects up to a total value of £50 are excluded. In regard to the means of a married couple, instead of one half the total means being the *minimum* of the means of either, as provided by section 4 (2) of the principal Act, it is now provided that the means of either shall be taken to be half the total means. Under section 2 (2) of the principal Act, the applicant must satisfy the authorities that for at least twenty years he has been a British subject and has had his residence in the United Kingdom. Section 3 of the present Act introduces a relaxation where the applicant is a woman who has married an alien, and the alien has been dead, or has been legally separated from, or has deserted her for two years; and under subsection 2 the condition of residence will be satisfied if the applicant has resided in the United Kingdom for an aggregate period of twelve years out of the previous twenty years; special provision is also made for residence abroad in special cases being counted as residence in the United Kingdom.

Section 3 of the principal Act disqualifies an applicant while he is in receipt of poor relief, and also during imprisonment and for ten years after. Section 4 of the present Act provides that relief in respect of a wife or relative shall not, for the purpose of this disqualification, be treated as relief given to the applicant, and it substitutes two years for ten years as the further period of disqualification after imprisonment. Section 5 of the present Act prohibits payment of a pension during absence from the United Kingdom, and also bars sums which are not obtained within three months of falling due. Section 6 introduces amendments of section 7 of the principal Act with respect to the manner in which questions as to old age pensions can be raised and determined, and section 7 extends the procedure under section 9 (2) of the principal Act, for recovering payments made while the statutory requirements for a pension are not fulfilled, to cases where a pension at a higher rate than the appropriate rate is received.

### Use of the Red Cross.

#### GENEVA CONVENTION ACT, 1911 (1 & 2 Geo. 5, c. 20).

This Act is an excellent illustration of the rule that, although the King alone can conclude a treaty with a foreign Power, only Parliament can make that treaty part of the law of the land in England. The scope and object of the Act are hardly intelligible without some extrinsic explanation beyond that afforded by the title and preamble. The title is "an Act to make such amendments in the law as are necessary to enable certain reserved provisions of the Second Geneva Convention to be carried into effect." The preamble is: "Whereas His Majesty has ratified, with certain reservations, the Convention for amelioration of the condition of the wounded and sick of armies in the field, drawn up in Geneva in the year 1906, and it is desirable, in order that those reservations may be withdrawn, that such amendments should be made in the law as are in this Act contained." The articles of the Geneva Convention, 1906, which were not accepted as binding on Great Britain are 23, 27, and 28. Article 23 is the important one, and is as follows:—"The emblem of the red cross on a white ground and the words 'Red Cross' or 'Geneva Cross' shall not be used, either in time of peace

or in time of war, except to protect or to indicate the medical units and establishments and the *personnel* and material protected by the Convention." The other two articles bind the Powers adopting them to bring into effect proper legislation in their own countries for the purpose of preventing the abuse of the Red Cross by private individuals and as a trade mark. The present Act has been passed in order to enable the Crown effectively to adhere to the three articles previously reserved. The operative part of the Act consists of one section containing five sub-sections, each of which is worth some attention. Sub-section 1 says that "it shall not be lawful for any person to use for the purpose of his trade or business, or for any other purpose whatsoever, without the authority of the Army Council, the heraldic emblem of the red cross on a white ground formed by reversing the Federal colours of Switzerland, or the words 'Red Cross' or 'Geneva Cross,'" and to do so is a punishable offence—£10 fine and forfeiture of goods bearing the emblem or words. Sub-section 2 makes officers of a company or society equally liable. By sub-section 3, however, existing rights to use the "emblem or words" as a registered trade mark are preserved for four years. By sub-section 4 proceedings "in England or Ireland" can only be instituted with the consent of the Attorney-General. Sub-section 5 extends the Act to "His Majesty's possessions outside the United Kingdom, subject to such necessary adaptations as may be made by Order in Council"; the meaning of this, however, is obscure. The Act purports to apply in all oversea dominions—self-governing and Crown colonies, but no Order in Council can be made except in the case of a few Crown colonies where the right of legislating by Order in Council has been reserved, and the Protectorates are not mentioned. If the sub-section is intended to confer power on the Crown to make Orders in Council binding the self-governing dominions, such an important authority should not have been conferred by mere implication.

### Official Secrets.

#### THE OFFICIAL SECRETS ACT, 1911 (1 & 2 Geo. 5, c. 28).

This Act appears to be an experiment in "methods of legislation." Its title is: An Act to re-enact the Official Secrets Act, 1889, with amendments. The Act of 1889 is accordingly repealed; it was styled "An Act to prevent the disclosure of official documents and information," and the more convenient plan would have been to give the same title to the present Act. Moreover, the title of the present Act is actually misleading, for the Act of 1889 is not in form re-enacted with amendments—it has been wholly re-cast, both in phraseology and arrangement. An offence under the former Act was a misdemeanour, punishable by "imprisonment with or without hard labour for a term not exceeding one year," or fine, or "both imprisonment and a fine." An offence under the present Act is a felony, punishable by "penal servitude for any term not less than three years and not exceeding seven years." There are thirteen sections in the new Act in place of ten in the old Act, and there are two definition clauses in place of one. Section 1 of the repealed Act speaks of entering a place belonging to Her Majesty "for the purpose of wrongfully obtaining information"; section 1 of the present Act substitutes: "approaches, or is in the neighbourhood of, or enters any prohibited place," "for any purpose prejudicial to the safety or interests of the State." All this makes it extremely difficult to ascertain which is "re-enactment" and which is "amendment" and no particular purpose appears to be served by referring to the repealed Act at all in the title of the new Act.

### The Sale of Parsonages.

#### THE PARSONAGES ACT, 1911 (1 & 2 Geo. 5, c. 29).

As the Glebe Lands Act, 1888, does not apply (sections 2 and 3) to the sale of the parsonage house and glebe land necessary for the convenient enjoyment thereof, recourse has occasionally to be made to the Parsonages Act, 1838, which (section 7) enables the incumbent, with the consent of the Ordinary and Patron and of the Archbishop of the Province to sell and convey the parsonage. The purchase money is to be paid to the Governors of Queen Anne's Bounty, upon the receipt of their treasurer, and is (section 9), after payment of all costs, charges and expenses, to be applied in or towards the erection of another parsonage house or the purchase of land for the site of such house (not exceeding twelve acres) as a residence for the incumbent. The present Act provides that after the performance by the Governors of the duty or trust imposed on them by the Act of 1838—that is, we presume, the erection of the new parsonage—the purchase moneys are to be applicable by the Governors for the benefit of the benefice in the same manner and with the same powers of investment and otherwise as if the purchase moneys had been appropriated to the benefice out of the general funds of the Governors for the benefit and augmentation thereof. But in case any moneys are owing in respect of a loan under the Clergy Residences Repair Act, 1776, the Governors are empowered to retain the balance of such moneys out of the purchase money.

## The Introductory Ceremonies of the Legal Year.

BY ONE WHO SURVIVED THEM.

THE opening of the Law Courts after the Long Vacation, with the attendant processions, seems, like the Lord Mayor's Show, to be increasing in popular favour as an instructive and bewitching spectacle. Quite a crowd assembled at the west door of Westminster Abbey to watch the arrival of the Lord Chancellor and other *Di majores* and *Di minores* of the Bench. The Bar, silks and stuffs, entered through the Cloisters and stood about in groups in the Nave, awaiting the commencement of the service, and chatting, though presumably not on matters ecclesiastical, in spite of the *locus in quo*. There is grave reason to fear that feeble jokes and gossip were the order of the day. The judges in scarlet and ermine clustered near the door to await the advent of the Lord Chancellor, which was heralded by the strains of the organ. The procession then moved up the Nave—the choir, the Dean and the other officiating clergy, followed by the Lord Chancellor, the Lord Chief Justice, and the judges in order of seniority. The Bar followed them into the Choir, and, as soon as all were seated, the Service commenced. It was of the usual type—psalms, prayers, a lesson, and an anthem of course, which was exquisitely sung by the Abbey choir. Before the blessing, the "Old Hundredth" was sung, the congregation joining in with great fervour.

The Service ended, the judges and King's counsel left by the west door and walked across Palace-yard to the House of Lords, where the Lord Chancellor held his reception. A considerable crowd had assembled to watch the passage of Palace-yard by the Lord Chancellor's guests, who, on reaching the House of Lords, ascended the staircase and then had to wait a while before entering the Presence Chamber. Presumably this was to enable the Chancellor to get some necessary refreshment, as he had no opportunity later, for when the doors were thrown open, he stood to receive and shake hands with his numerous guests, who, after this ceremony, flocked into the refreshment room, which was inconveniently crowded at first, and there was no order of seniority observed at this epoch. Hungry judges and hungrier silks jostled one another in getting the sandwiches and champagne, which were the staple features of the feast. Of course, other good things of a light order were obtainable; but although the affair is still called by some by the old title "The Chancellor's Breakfast," no tea or coffee was apparently to be had.

The scene in the reception room was interesting and unique, as such a large collection of legal luminaries is to be seen on no other occasion. The judicial and forensic costumes, which looked quite picturesque, were varied by a few wearers of Court dress and uniforms. There was a babble of tongues, of course, and everyone seemed in good spirits and good humour. The hands of the clock stole round; the mace bearer took up the mace, which had been peacefully reposing in a corner of the room; the Lord Chancellor gave the signal for the start, and following him away went everybody *en route* to the Law Courts, when the third and final procession of the day took place—that up the Great Hall. The hall was crowded with spectators—more so, apparently, than usual—who viewed the proceedings with great apparent interest, but there was a noticeable absence of the applause which so often greets some of the judges on this occasion. The spectators quickly dispersed, and the hall was soon left to its usual *quasi* solitude, and so ended the Legal Grand Day of 1911.

## Reviews.

### Ecclesiastical Law.

CHURCH LAW: BEING A CONCISE DICTIONARY OF STATUTES, CANONS, REGULATIONS, AND DECIDED CASES AFFECTING THE CLERGY AND LAITY. By BENJAMIN WHITEHEAD, Barrister-at-Law. THIRD EDITION. Stevens & Sons (Limited).

The author explains that the dictionary form has been adopted "as being, with all its faults, the best for ready reference," and the book is likely to be most useful to both lawyers and laymen who want to get readily information on ecclesiastical matters—of course, from the point of view of the Church of England. One can imagine many a perplexed churchwarden who would be glad of such a handy little volume of reference to turn to. All the best known terms in common use with respect to ecclesiastical law seem to be explained, and statutes and cases appear to be up to date. The author, we think, is hardly justified in stating so strongly as he does that the Judicial Committee of the Privy Council will in future follow the rule laid down by the House of Lords as to being bound by previous judgments. That the Judicial Committee do still consider themselves

at liberty to examine judgments of their predecessors and disagree with them, marks an important difference between their procedure and that of the House of Lords. On pp. 143 and 158 will be found some information of general interest on the costliness of ecclesiastical procedure, and of the appointment of bishops.

## Books of the Week.

COMMERCIAL LAWS OF THE WORLD.—The Commercial Laws of the World, comprising the Mercantile Bills of Exchange, Bankruptcy and Maritime Laws of all Civilized Nations, together with Commentaries on Civil Procedure, Constitution of the Courts, and Trade Customs, in the Original Languages, interleaved with an English Translation, contributed by numerous Eminent Specialists of all Nations. British Edition. Consulting Editor, The Hon. Sir THOMAS EDWARD SCRUTON, Judge of the King's Bench Division of the High Court of Justice; General Editor, WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited).

MORTGAGES.—Ashburner's Concise Treatise on Mortgages, Pledges, and Liens. Second Edition. By W. F. WEBSTER, Barrister-at-Law. Butterworth & Co.

ENGLISH CASE LAW.—Mews' Digest of English Case Law. Quarterly Issue, October, 1911. By JOHN MEWS, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

## Correspondence.

### The Revenue Act, 1911.

[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir,—I wonder whether many of your readers have noticed a gem of careless drafting contained in the Revenue Act, 1911. In section 2 of the Act is found the first reference to the "Principal Act," but nothing is said as to the Act referred to. The necessary definition is not reached until the middle of section 3 (1), when the Finance (1909-1910) Act, 1910, is mentioned, and we find that that is the Act referred to in section 2.

EDWARD F. EMMET.

10, Fenchurch-buildings, London, E.C., Oct. 16.

## Delayed Notes of Cases.

[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir,—I have just received the Weekly Notes for October 14th, and find in it notes of thirteen cases decided before the vacation. Five of these are decisions of the Court of Appeal, whereof three reverse reported decisions, and a fourth overrules a previously reported case. Several of the other noted cases also decide points of importance. I think a protest should be raised against the action of the parties, whoever they may be, who are responsible for delaying the publication of these notes for ten weeks.

PRUDENS.

[We are afraid that we also are, to some extent, open to our learned correspondent's complaint, since, owing to the pressure on our space, we are sometimes obliged to delay the insertion of the reports of cases until after the end of the sittings in which they have been decided. We will endeavour, as far as practicable, to amend our practice in this respect.—ED. S.J.]

## The Conveyancing Bill.

[To the Editor of the *Solicitors' Journal and Weekly Reporter*.]

Sir,—I sincerely hope that the clause in the Law Society's Conveyancing Bill doing away with the effect of *Hunt v. Bishop* will not be passed. If it were, the door to oppression would be opened. As I understand the law as it stands at present, it is not possible for the assignee of a reversion to take advantage of a breach of the covenants of the lease occurring during the assignor's time. A concrete example occurred in my own experience, where, a licence being necessary, the long lease of a property, the ground rent of which was £3 a year, had been assigned without such licence. The purchaser of the reversion was in no way damaged by the assignment having taken place; but let the safeguard of *Hunt v. Bishop* be removed, an extortionate purchaser of a reversion could easily take advantage of the situation.

If the Law Society wants to improve matters, let it add a clause to its Bills repealing the Conveyancing Act of 1881, section 14, subsection 6 (i), so far as it applies to a covenant or condition against assigning, underletting, parting with possession or disposing of the land leased. If the assignor who did not obtain the necessary licence remained liable, notwithstanding the payment of rent, upon the covenants of the lease, the owner of the reversion would be well protected.

I would also suggest that in the Conveyancing Bill a clause should be added prohibiting ground landlords from inserting clauses in their leases that all documents must be prepared by their own solicitors. It has always been astonishing to me that solicitors who have done yeomen's work on behalf of their profession should allow such clauses to go out of their offices.

MARK LANE.

Oct. 17.

[It may be well to explain, for the benefit of readers who have not a copy of the Conveyancing Bill before them, that under the Real Property Act, 1845, section 6, a right of entry generally is assignable, but that in *Hunt v. Bishop* (8 Ex. 675) it was held that this only applied to a right to re-enter after a disseisin, and not to a right to re-enter for condition broken. Consequently, after the grant of a reversion on a lease, the grantee cannot take advantage of a forfeiture incurred before the grant. It has been assumed that section 10 of the Conveyancing Act, 1881, which annexes the benefit of every condition of re-entry to the reversionary estate for the time being expectant on the lease, has not remedied this. Clause 2 of the Conveyancing Bill proposes to extend section 10 so as to make the right of re-entry run with the reversion, notwithstanding that the reversion has been assigned since the forfeiture was incurred.—ED. S.J.]

## CASES OF THE WEEK. Court of Appeal.

**NODEN v. GALLOWAYS (LIM.).** No. 2. 13th Oct.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—EARLIER ACCIDENT CONTRIBUTING CAUSE—LIABILITY IN RESPECT OF EARLIER ACCIDENT—WORKMEN'S COMPENSATION ACT, 1897 (60 AND 61 VICT. c. 37) s. 1—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58) s. 1.

*The fact that an earlier accident which a workman has met with is a contributing cause of a second accident which happens to him in the course of his employment does not entitle him to compensation in respect of such earlier accident.*

Appeal from an award of the judge of the county court sitting at Manchester as an arbitrator under the Workmen's Compensation Act, 1896. In 1902 the applicant met with an accident in the course of his employment as a riveter which resulted in the amputation of his index finger. He was out of work for some time, during which he was paid compensation, but the stump so healed that he was in 1903 taken back by his old employers as a caulkier—work which involved the using of a light hammer instead of the heavy hammers that riveters use. From 1903 to 1910 the applicant carried on work as a caulkier without feeling any further result from his accident. In 1910 a new foreman came who suggested that the caulkers, instead of using the light hammer, should use a pneumatic hammer, which is much heavier and vibrates very rapidly. After using the pneumatic hammer for two or three days the applicant found that his hand became inflamed and he had to leave work. He claimed compensation in respect of the accident of 1902. The county court judge held as a fact that the applicant could do his light work, and that if he had not met with the accident of 1902 he would have been capable of doing the work of the pneumatic caulkier, but that owing to the injury which he received in 1902 he was less able to use that machine because the vibration caused him pain, holding the machine, as he had to do, in the mutilated hand. On this finding the judge held that, as the accident of 1902 was one of the contributing causes of the incapacity, the workman was entitled to compensation and made his award accordingly. The employers appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R.—This appeal raises a question of undoubted importance and interest. (His lordship stated the facts, and continued:) The county court judge directed himself in the following words: "The accident is laid as arising in 1902. The question is whether that accident is a contributing cause to the incapacity which has come on at different times." The county court judge laid that down as the proposition of law that he had to deal with. That seems to me to be a proposition most dangerous and, I think, inaccurate. Suppose that the employer in 1902 had not been the same as in 1910, and suppose that it was admitted that there had been an accident in 1910 in circumstances which rendered that accident more probable because the new employer in 1910 knew that the man was disabled in 1902. Would it be enough in those circumstances to show that the accident in 1902 was a contributing cause to the accident in 1910 and go against the 1902 employer, leaving the 1910 employer untouched? Or could the workman proceed against both employers? I think that if a man who met with an accident in 1902 meets with another accident in 1910, the 1910 employer alone is liable, and that it is not relevant to say that the 1902 accident was a contributing cause to the 1910 accident. The county court judge founded his direction to himself on some remarks of Lord Loreburn's in *Clover Clayton & Co. v. Hughes* (1910, A. C. 242). It is important to see what were the facts of that case. There the man brought with him a physical disability and he met with a fatal accident which would not have been fatal to a healthy man. What Lord Loreburn was considering in that case was whether there could be said to

be an accident at all in such circumstances, which would not have involved an accident in the case of another man. I think, therefore, that the county court judge was wrong in law and misdirected himself. I also think that there is no evidence to support the conclusion of fact at which the county court judge arrived. Both on the facts and on the law the award cannot be supported, and the appeal must be allowed.

FLETCHER MOULTON, L.J., delivered judgment to the same effect.

FARWELL, L.J., agreed.—SOLICITORS: *Rawle, Johnstone & Co.* for John Taylor, Manchester; *Wheatley & Daniel for Cobbett, Wheeler & Cobbett*, Manchester.

[Reported by J. I. STERLING, Barrister-at-Law.]

## High Court—Chancery Division.

**Re RIDLEY'S AGREEMENT.** RIDLEY v. RIDLEY.

SWINFIN EADY, J. 18th Oct.

SETTLEMENT—AGREEMENT FOR ANTE-NUPITAL SETTLEMENT—WHETHER RESIDUARY INTEREST UNDER A SUBSEQUENT WILL IS CAUGHT BY THE WORDS OF THE AGREEMENT—CAN THE WORDS "MAY BE ENTITLED" HAVE REFERENCE TO THE FUTURE?

*By an ante-nuptial agreement the husband agreed that he would forthwith execute a settlement "of all my share, property or interest, as well vested or accruing, to which I may be entitled under any will or settlement." The settlement was never made, but many years after the agreement had been executed the husband became entitled to residue under the will of his father. Held, that such residue was not caught by the words of the agreement.*

The facts in this case were that an agreement for an ante-nuptial settlement was entered into by the applicant, the husband, with other parties on the 13th of August, 1879, but no subsequent settlement was ever executed. The applicant's father was alive at the time of the execution of this agreement, and did not die till many years later. On his death the applicant became entitled to the residue under his will. Was such residue caught by the words in the agreement to settle "all my share, property or interest, as well vested or accruing, to which I may be entitled under any will or settlement"? Counsel for the applicant referred to the case of *Broom v. Batchelor* (1856, 1 H. & N. 255), where Chief Baron Pollock says: "The expression 'may be' is, in my judgment, clearly future. I have been unable to find any authority in any dictionary; but in Cruden's Concordance of the Bible from sixty to eighty references are given to the expression 'may be,' nine out of ten of which have manifestly a reference to the future, and not one is necessarily future. But as far as I can bring my knowledge of the English language to bear upon the subject, 'may be' is oftener used with reference to the future than the past or the present."

SWINFIN EADY, J., after reciting the facts and reading the quotation from the agreement set out verbatim above, said: In my judgment this agreement to settle does not extend to or include the property to which the husband ultimately became entitled under the will of his father, nor does it extend to any property to which he might become entitled in the future. In fact, it does not include what is, in my judgment, a mere *spes successionis*.—COUNSEL, *Tomlin and Marcy*. SOLICITORS, *Mann & Crimp*, for *Kitsons, Hutchings, Easterbrook, & Co.*, Torquay.

[Reported by L. M. MAY, Barrister-at-Law.]

**Re SALES, SALES v. SALES.** Eve, J. 13th Oct.

TRUSTEES—NEW TRUSTEES—POWER TO APPOINT—REFERENCE TO CHAMBERS TO APPOINT NEW TRUSTEES—RIGHT TO NOMINATE.

*An order directing a reference to chambers to appoint new trustees of a will suspends the power given by the will to appoint new trustees, but it does not disqualify the donee of the power from nominating fit and proper persons to be new trustees, and in the absence of misconduct the court will appoint the persons nominated by the donee of the power in preference to those nominated by other parties.*

Re Gadd (23 Ch. D. 134) followed.

These were two summonses, one taken out by the plaintiffs asking that their nominees might be appointed new trustees of the will of the testator, F. J. Sales, and the other taken out by the defendants asking that their nominees might be appointed. The action was brought by beneficiaries under the will against the trustees, and the plaintiffs claimed an inquiry as to the investments made by the trustees, a declaration that they ought to make good any loss, that they might be removed from the trust and new trustees appointed, and for administration of the trust estate so far as was necessary. By an order of the 9th of March, 1911, made by consent, the costs of the plaintiffs were ordered to be taxed and paid by the defendants, and after directing certain inquiries the order proceeded, and the defendants "by their counsel expressing their desire to retire from the trusts of the will, it is ordered that they be at liberty so to retire, and it is ordered that it be referred to chambers to appoint new trustees for the said will in their place." The majority of the beneficiaries were in favour of the defendants' nominees. It was contended on behalf of the plaintiffs that the power to appoint new trustees given to the defendants by the will was superseded by the consent order, and that the defendants had no preferential right of nomination.

EVE, J.—This is an action by beneficiaries under the will of F. J.

Sales instituted for an inquiry as to the investments made by the trustees, for removal of the trustees, and the appointment of new trustees and for administration so far as was necessary. The action was launched against the trustees on allegations not impugning their honesty but alleging that they had been improvident and unwise in making the trust investments. The trustees put in a defence in which they traversed the allegations made against them. The action came on for hearing, and it then appeared that all the investments were not quite regular, and the trustees, like wise persons, submitted to such order as the court might make in order to ascertain whether any loss had been occasioned to the trust estate by the retention of any improper investments, and they went a step further and said that if any loss had been occasioned they were willing to make good the loss to the estate, and it followed that they would pay the costs down to the judgment. Then they took a further step, and said they were willing and anxious to retire from the trust. That being the position of affairs at the trial a consent order was made for an inquiry as to any loss, and the trustees electing to retire it was referred to chambers to appoint new trustees in their place. When the matter was carried into chambers both the plaintiffs and defendants nominated fit and proper persons to be trustees, and a contest has arisen whether the defendants have a preferential right of nominating the new trustees. It is contended on behalf of the plaintiffs that the order of March, 1911, has superseded the power of the defendants to appoint new trustees, and that it is impossible to read the order without seeing that the conduct of the trustees has been impugned, and therefore they ought not to nominate the new trustees. That is quite true up to a certain point, but when one is estimating the effect of the order one must have regard to the conduct of the trustees and the charges made against them. It is true that there were breaches of trust, but they were only irregularities, and the trustees took steps to put matters right, and said at once that they were prepared to submit to an order. That is certainly not conduct which disqualifies them from nominating new trustees. The order, no doubt, suspended the power, but does it entirely supersede it, or does it leave the nomination in the hands of the trustees? It is said that the order in this case is not like the decree in *Re Gadd* (23 Ch. D. 134), and it is an order by which the court has taken the nomination into its own hands, and that *Middleton v. Ray* (7 Hare 106) shows that the donee of the power has no greater right of nomination in chambers than the other parties. I cannot accept that view. I think this case falls within *Re Gadd*, and as the defendants have nominated fit and proper persons to be new trustees I should be disregarding the decision in that case if I were to appoint the plaintiffs' nominees. There will be one order on the two summonses appointing the defendants' nominees to be new trustees, and the costs will be costs in the action.—COUNSEL: *Jessel, K.C., and Cann; P. O. Lawrence, K.C. and Heckscher; Young, SOLICITORS; Hale & Wates; Hughes-Narborough & Thomas; Pemberton, Cope, Gray, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

The Hon. Mrs. Robert Hamilton is about to write the Life of her father, the late Viscount Wolverhampton (Sir H. H. Fowler), and would be very grateful for the loan of letters, or copies of letters, written by him which would add to the interest of the memoir. The letters, or copies of the letters, should be sent to her at Sutton St. Anne Rectory, Loughborough, Leicestershire.

## Obituary.

### Mr. E. H. Pickersgill.

We regret to announce the death, on the 13th inst., of Mr. E. H. Pickersgill, who was recently appointed a Metropolitan Police magistrate. He was educated at the York Grammar School, and entered the Civil Service at the age of eighteen. He graduated at the London University in 1872, and was called to the Bar in 1884. In the following year he was elected member of Parliament for South-West Bethnal Green. With only a single interruption, he kept that seat until his appointment as a Metropolitan Police magistrate. He was keenly interested in criminal law reform, and was an occasional contributor to this journal.

## Legal News.

### Appointments.

Mr. FREDERICK CROWTE, solicitor, of Shrewsbury, has been appointed clerk of the peace and clerk of the Salop County Council, in succession to the late Mr. Cresswell Poole. Mr. Crowte has been for over eight years deputy-clerk of the Salop County Council.

Lord ROBERT CECIL, K.C., has been elected chairman of the Hertfordshire Quarter Sessions, in place of the Marquis of Salisbury, who has resigned.

### Changes in Partnerships, &c.

### Dissolutions.

HARRY WYLES and WALTER EDWARD MORRIS, solicitors (Eking, Wyles, & Morris), Nottingham. Sept. 29.

ERNEST RICHARD DAVIES and THOMAS ALEXANDER GROSE, solicitors (Ernest R. Davies & Grose), Ross. Oct. 10. [Gazette, Oct. 13.]

### General.

The following dates have been fixed by the judges going on the North-Eastern Circuit:—Newcastle, Monday, 30th of October. Durham, Saturday, 4th of November. York, Monday, 13th of November. Leeds, Saturday, 18th of November.

Sir Courtenay Ilbert, G.C.B., K.C.S.I., C.I.E., Clerk of the House of Commons, will deliver a public lecture on "Methods of Legislation" on Wednesday, October 25th, at 5.30 p.m., at the University College, London. The Right Hon. Lord Justice Fletcher Moulton will preside.

At the Cambridge Assizes on Saturday Mr. Justice J. C. Lawrence was presented by the circuit officers and members of the Bar present with a silver gilt bowl, a silver gilt pot-pourri vase, and an illuminated address on the occasion of his golden wedding. The presentation was made by Mr. Arthur Denman, the Clerk of Assize.

With reference to our remarks last week on the suggestion that the Court of Criminal Appeal should have power to order new trials, a writer in the *Globe* usefully recalls what the Council of Judges said when they proposed the establishment of the Court of Criminal Appeal, nearly twenty years ago. "To prevent oppression, the council think that there ought not to be new trials in criminal cases; and that if the first conviction is wrong, the accused ought not to be put in jeopardy again."

The *Times*, in a leading article discussing the subject of appeals under the Workmen's Compensation and Employers' Liability Acts, says that "appeals turning upon the words 'arising out of and in the course of' employment, 'accident,' and the like have liberated some questionable metaphysics. It is more than doubtful whether they have elucidated the rules which judges must follow. It is not improbable that they have diffused a general feeling of uncertainty in regard to matters which, as far as possible, should be clear and simple."

It was reported at a meeting of the St. Pancras Borough Council, says the *Times*, that the approximate number of names remaining on the lists of electors in the year before the *Kent v. Fittall* decision (1905) was 33,969, whilst last year the total had risen to 41,969. This year, however, in consequence of the later decision in *Kent v. Fittall*, instead of names of sub-tenants who had occupied rooms in resident landlords' houses being placed upon the occupier lists, the previous method of leaving sub-tenants to claim for themselves was reverted to, with the result that the lists had been reduced to 34,039, a decrease of 7,930.

At the Carnarvonshire Assizes, says the *Times*, several Welsh jurymen having been called upon to take the English oath, declared their inability to do so owing to an imperfect knowledge of the language. Mr. Justice Channell, in insisting upon the retirement of three of the men, remarked that he had not experienced that difficulty before, and jurymen could scarcely have become more ignorant than when he was last there. It looked like a desire to get out of the work, unless the new form of oath was responsible for the difficulty. He feared that he would have to try cases with ignorant men if he failed to get sensible ones.

On Monday, before Mr. Justice Darling, says the *Times*, Sir George Douglas, who had been summoned to serve as a special juror in respect of his London residence at Eunismore-gardens, applied to be excused from service on the ground that he resided at Kelso, in Scotland, and had not occupied his London house for eighteen months. He said that he had to travel from Scotland to answer this summons, and wished to return at once. Mr. Justice Darling said: "The temptation to remain is that you may earn a guinea. The circumstances of a Scotsman wishing to return to Scotland when he could make money by remaining in England is so exceptional that I will excuse you."

Mr. Frederic Harrison, in his "Autobiographic Memoirs," just published, is unkind enough to say: "I have since lived to be in close touch with some of the most eminent counsel, judges, and magnates of the Law. I have known them in court and learned societies, and in Royal Commissions, and I am free to say that I have hardly known more than some few of them—such as Charles Bowen and Horace Davey—who had clear ideas on general problems of philosophy or politics. Some of the greatest lawyers who ever filled the Woolsack have shewn themselves to be bigots in religion, and party hacks in statecraft. Nor can I recall a great lawyer in full practice who had any serious interest in matters of abstract thought, or any rational sense of spiritual truth."

On the 13th inst., at the Central Criminal Court, a man pleaded "guilty" to the manslaughter of his wife. After the prosecuting counsel had stated the facts, says the *Times*, Mr. Justice Scrutton said: Do I understand that the Grand Jury threw out the bill for murder? Counsel: Yes, my lord. Mr. Justice Scrutton: And that they threw out the bill for murder in three other cases? The clerk of the court said that that was so. Mr. Justice Scrutton said: I can only say that I think such a course is extremely to be regretted. The prisoner has to come for trial anyhow, and it is very unfortunate that the Grand Jury, without any direction in law from the judge as to the difference between murder and manslaughter (an obscure subject, which even some of us do not completely understand), should take upon themselves to settle what crime a prisoner is to be tried for.

Mr. Justice Coleridge on Monday fixed next Monday for the trial of the action of Dyson v. the Attorney-General, in which Mr. John Dyson, of Leeds, seeks to have the validity of Form IV. tested by the courts.

Mr. Justice Bray, Mr. Justice A. T. Lawrence, and Mr. Justice Hamilton have been elected to serve as election judges during the next twelve months.

Mr. H. Mansfield Robinson, LL.D., who recently resigned the town clerkship of Shoreditch to become Clerk to the Income and Land Tax Commissioners for East London, was this week presented with his portrait in oils by a number of subscribers in recognition of his services to the borough for twenty years. He also received an address of thanks from the Borough Council, framed by pupille of the London County Council Shoreditch Technical Institute. The presentation was made by the Mayor (Councillor H. B. Bird). Mr. Robinson asked the Borough Council to accept the portrait to be hung in the Council Chamber with that of the Mayor. The portrait is the work of Mr. Reginald G. Jennings.

At the opening of the Dorset Assizes, on Wednesday, say the *Times*, the Lord Chief Justice, in his charge to the Grand Jury, said there had been in many places a demand—and a very proper demand—for additional facilities for the trial of civil causes at the assizes. The last Order in Council enabled civil business to be taken at the autumn assizes if there was such business to be taken and a desire that it should be then taken. He therefore wished it to be known that if parties desired to bring up civil business at the autumn assizes in future, and would communicate with His Majesty's judges, opportunity would be afforded for that business to be taken, but this was not a power that he should exercise where there was not substantial business to be tried.

The death is announced of Mr. Justice Harlan, which causes a vacancy in the United States Supreme Court. He was, says the *Times*, a massive figure, a striking personality, a man whose name in the popular estimation stood for independence of judgment and strength of conviction, and whose simple, sturdy character among those who knew him attracted equal respect and affection. Throughout his seventy-eight years of life he enjoyed unfailing health of body and mind. Only a few days ago he took his seat at the opening of the Supreme Court, where he had served nearly thirty-four years, and where he hoped to retain his seat a few months more so that his term might be the longest in history. He succumbed to an attack of acute bronchitis, leaving a reputation as a great citizen no less than as a great jurist. He retained, says the *Daily Mail*, the habits of his Kentucky boyhood to the end, and his borrowing "a chew of tobacco" from a colleague during the hearing of a prosy case became a classic of Washington gossip. The judge, however, asserted that another judge borrowed the tobacco from him. Once he was playing golf with a bishop, who missed the ball three times and then barked his shins without saying a word, the judge finally remarked, "Bishop, that is the most profane silence I have ever heard!"

A report issued by the Home Office on the operation in 1910 of the Workmen's Compensation Act and the Employer's Liability Act, says that returns have been collected from the seven great groups of industries—mines, quarries, railways, factories, harbours and docks, constructional works, and shipping. In these seven groups the number of employees included in the returns was 134,820, and the aggregate number of persons employed and coming within the provisions of the Act was over seven millions. The total amount of compensation paid under the Act in the seven groups was £2,700,325, as compared with £2,274,238 in the previous year. When to this is added the costs of management, commission, legal and medical expenses, &c., the total charge borne by the seven industries probably amounts to nearly £4,000,000. Compensation was paid in 3,510 cases of death and in 378,340 cases of disablement. The average payment in case of death was £153, in case of disablement £5 14s. Only a very small proportion of the claims under the Act became the subject of litigation. The total number of cases under the Workmen's Compensation Act which were taken into court in England and Wales in 1910 was 6,666; many of these, however, were applications for dealing with allowances that had already been granted, and many were settled out of court or otherwise disposed of, so that the total number of original claims for compensation finally settled within the cognisance of the courts was only 3,862. In Scotland the corresponding figures were 1,514 and 486; in Ireland 1,034 and 658 respectively.

The meeting of the tenth Congress of the International Maritime Committee, composed of lawyers, shipowners, and underwriters, took place, says the *Evening Standard*, at Paris, from the 9th inst. until this week, to discuss the unification of the law relating to shipowners' liability for loss of life and personal injury, and also the unification of the law of freight. Nearly all the English representatives were conspicuous by their absence, the only ones present being Mr. Arthur Serena, delegate of the London Chamber of Commerce, Mr. Douglas Owen, and Mr. J. E. R. Stephens. On the first-mentioned subject a resolution was passed: "That an international convention should be concluded on the basis of an additional liability in favour of life and personal injury claims. The conference is of opinion that this additional liability should be assessed at £7 per ton on the tonnage of the ship." With regard to the unification of the law of freight, a draft code of affreightment was discussed, but not formally accepted. On the question whether freight was payable upon goods which did not arrive

at their destination, Dr. Sieveking proposed two new sub-sections to Article 2 of the draft code. The first made freight payable on animals which had died during the voyage, and the second declared that the rights of the parties relative to freight in general average should be regulated by the laws of general average. The first, he said, was a very vexed question, and Lord Justice Kennedy, in the draft which he had prepared, proposed that freight should be due for animals which had died during the voyage. As to the second amendment, if goods had been jettisoned during the voyage it stood to reason that they would not arrive at the port of destination, and if nothing was said in the draft code to the effect that the relations between parties arising out of general average were not affected by the draft code, then no average adjuster would be able to assess the contribution in general average for freight for goods which had not been lost. What he proposed was merely explanatory and not anything new. Article 4 of the draft code states that prepaid freight, provided that the ship has sailed on the voyage, cannot be recovered, although the goods are wholly or partially lost during the voyage. The German delegates thought it was advisable to go further and to include in this article advance freight, because it was often very difficult to distinguish between advance freight and prepaid freight and decide in which category a particular case came. This was opposed by the American delegate. The conference, however, after deciding to include advance freight, eventually passed Articles 1-5 and 17 of the draft code, subject to certain amendments, and the remaining articles stand over for future discussion.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [Adv.]

## The Property Mart.

#### Forthcoming Auction Sales.

Oct. 24.—MESSRS. MARLER & MARLER, at the Mart, at 1:30: Shop Premises and Chambers, and Town Residence (see advertisement, back page, Oct. 7).

Oct. 25.—MESSRS. DOUGLAS YOUNG & CO., at the Mart, at 2: Household Blocks of Residential Suites, and Freehold Shops, Premises, &c. (see advertisement, back page, Oct. 7).

Oct. 25.—MESSRS. DYER, SOW & HILTON, at the Mart, at 2: Modern Building (see advertisement, back page, Oct. 18).

Oct. 27.—MESSRS. WEATHERALL & GARNER, at the Mart, at 2: Freehold Ground Rents and Investments (see advertisement, back page, this week).

Oct. 27.—MESSRS. HODGSON & CO., at 115, Chancery Lane, W.C., at 1: Law Books, Bookcases, &c. (see advertisement, back page, this week).

Oct. 29.—MESSRS. TUCKETT & SON, at the Mart, at 2: Residential Residences and Property (see advertisement, back page, this week).

Oct. 31.—MESSRS. BROWN, TIMES & CO., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).

Nov. 1.—MESSRS. HAMPTON & SONS, at the Mart: Freehold Investment (see advertisement, back page, Oct. 7).

Nov. 14 and 20.—MESSRS. VENTOM, BULL & COOPER, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).

### Result of Sale

BAYERONIAN, LITERATURE, AND ENTHUSIASM POLICY

Messrs. H. E. FOSTER & CRANFIELD held their usual Forightly Sale, No. 941, of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £7 210. -

#### ABSOLUTE REVERSSIONS -

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWIFER EADE.
Date.	Mr. Justice WASHINGTON.	Mr. Justice NASHVILLE.	Mr. Justice PARKER.	Mr. Justice EVE.
Monday Oct. 23	Mr Theod	Mr Bloxam	Mr Syngo	Mr Farmer
Tuesday ..... 24	Church	Theod	Goldschmidt	Bloxam
Wednesday ..... 25	Syngo	Church	Greswell	Theod
Thursday ..... 26	Goldschmidt	Syngo	Beal	Church
Friday ..... 27	Greswell	Goldschmidt	Borror	Syngo
Saturday ..... 28	Beal	Greswell	Leach	Goldschmidt

## COURT OF APPEAL.

## MICHAELMAS Sittings, 1911.

The appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

(Continued from page 824).

## IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

1910.

Davies v Hill's Plymouth Colliery appl of applicant from award of County Court (Glamorgan, Merthyr Tydfil), dated June 23, 1910 July 5 (s o till after decision in House of Lords in "Pope v Hill's Plymouth Collieries")

1911.

Godwin v The Lords Commissioners of the Admiralty appl of applicant from award of County Court (Hampshire, Portsmouth), dated Feb 16, 1911 (s o for Attorney-Gen) March 8

Maune v Ashton Bros & Co Id appl of respts from award of County Court (Cheshire, Hyde), dated Feb 25, 1911 (s o until after decision in House of Lords in "Keeling v The New Monckton Collieries") March 16

Jones v Tirdonkin Colliery Co appl of applicant from award of County Court (Glamorganshire, Swansea), dated Feb 2, 1911 April 12

Thomas v Cory Bros & Co Id appl of applicant from award of County Court (Glamorganshire, Bridgend), dated March 25, 1911 April 13

Noden v Galloway Id appl of respts from award of County Court (Lancashire, Manchester), dated March 28, 1911 April 13

Brooks v Andrew Knowles & Sons Id appl of respts from award of County Court (Lancashire, Salford), dated March 27, 1911 April 13

Adams v Thomson and anr appl of respts from award of County Court (Lancashire, Liverpool), dated March 24, 1911 April 13

Weighill v Consett Iron Works Id appl of applicant from award of County Court (Durham, Durham), dated March 31, 1911 April 19 (s o till after decision in House of Lords in "Barnes v Nunnery Colliery Co")

Griffiths v North's Navigation Collieries (1839) Id appl of applicant from award of County Court (Glamorganshire, Bridgend), dated March 30, 1911 April 20

Heale v Vickers, Son & Maxim appl of respts from award of County Court (Kent, Dartford), dated April 5, 1911 April 20 (s o till No 13 disposed of)

Bartholomew v Same appl of respts from award of County Court (Kent, Dartford), dated April 5, 1911 April 20 (s o till No 13 disposed of)

Phillips v Same appl of respts from award of County Court (Kent, Dartford), dated April 5, 1911 April 20

Barrett v Barrett and Power appl of respts from award of County Court (Middlesex, Shoreditch), dated April 4, 1911 April 20

The Victor Mills Id v Shackleton appl of respt from award of County Court (Lancashire, Ashton-under-Lyne), dated April 6, 1911 April 27

Richardson v Owners of the Ship Avonmore appl of respts from award of County Court (Durham, West Hartlepool), dated April 7, 1911 April 27

Hoare v Arding & Hobbs appl of respts from award of County Court (Surrey, Wandsworth), dated April 10, 1911 April 29

The South Eastern & Chatham Ry Companies Management Committee v Ewell appl of respt from award of County Court (Surrey, Southwark), dated March 13, 1911 April 29

Curtis v Talbot and ors appl of applicants from award of County Court (Worcestershire, Kidderminster), dated April 11, 1911 May 1

Furnivall v Johnson's Iron & Steel Co Id appl of respts from award of County Court (Staffordshire, West Bromwich), dated April 11, 1911 May 2

Parker v Pont appl of applicant from award of County Court (Kent, Canterbury), dated April 22, 1911 May 12

Smith v National Provincial Inace Corp Id appl of applicant from award of County Court (Worcestershire, Dudley), dated May 2, 1911 May 13

Dunn v Same appl of applicant from award of County Court (Worcestershire, Dudley), dated May 2, 1911 May 13

Swinbank v Bell Bros Id appl of applicant from award of County Court (Durham, Durham), dated April 24, 1911 May 13

Hoare v Owners of Barge Cecil Rhodes appl of applicant from award of County Court (Kent, Faversham), dated April 24, 1911 May 16

Homer v Gough and anr appl of respts from award of County Court (Worcestershire), dated May 2, 1911 May 16

Lee v Owners of Ship Beasie and anr appl of respts from award of County Court (Somersetshire, Bridgewater), dated April 28, 1911 May 17

Davies v Gillespie and anr appl of respts from award of County Court (Lancashire, Salford), dated May 5, 1911 May 20

Higgins v Poulsen appl of applicant from award of County Court (Lancashire, Liverpool), dated May 4, 1911 May 23

Biggart v Owners of Steamship Minnesota appl of applicant from award of County Court (Middlesex, Bow), dated May 19, 1911 May 30

Edmondson's Id v Parker appl of respt from award of County Court (Middlesex, Edmonton), dated May 25, 1911 May 30

Jenkins v The Standard Colliery Co Id appl of respts from award of County Court (Glamorganshire, Pontypridd), dated May 13, 1911 June 1

Harding v The Express Dairy Co Id appl of applicant from award of County Court (Middlesex, Bloomsbury), dated May 22, 1911 June 2

Braithwaite and Kirk v James Cox appl of respt from award of County Court (Staffordshire, West Bromwich), dated May 16, 1911 June 3

Mawdsley v West Leigh Colliery Co Id appl of respts from award of County Court (Lancashire, Leigh), dated May 19, 1911 June 7

Eaton v Evans appl of respt from award of County Court (Hampshire, Southampton), dated May 19, 1911 June 9

Johnson v Charlaw and Sacriston Collieries Co Id appl of applicant from award of County Court (Durham, Durham), dated June 13, 1911 June 29

Ashley v Lilleshall Co Id appl of applicant from award of County Court (Shropshire, Newport), dated June 15, 1911 July 5

Palmer v Comber appl of respt from award of County Court (Somerset, Bridgewater), dated June 16, 1911 July 6

Moore v Naval Colliery Co Id appl of applicant from award of County Court (Glamorganshire, Pontypridd), dated June 29, 1911 July 6

Hill v Border Union Steamship Co Id appl of applicant from award of County Court (Yorkshire, Hull), dated June 16, 1911 July 7

Calico Printers Assoc Id v Higham appl of respt from award of County Court (Lancashire, Ashton-under-Lyne and Stalybridge), dated June 21, 1911 July 12

Panagotis v The Owners of the SS Pontiac appl of respt from award of County Court (Glamorganshire, Barry), dated July 4, 1911 July 12

Calico Printers Assoc Id v Higham appl of applicants from award of County Court (Lancashire, Ashton-under-Lyne and Stalybridge), dated June 22, 1911 July 13

Wood (widow) v D Davis & Sons Id appl of respts from award of County Court (Glamorganshire, Pontypridd), dated June 29, 1911 July 18

Burton v Walter Scott and Middleton appl of applicant from award of County Court (Kent, Woolwich), dated June 28, 1911 July 19

Fotherby v Marsh & Sons Id appl of respts from award of County Court (Essex, Southend), dated July 10, 1911 July 20

Pollard and anr v Great Northern Ry appl of respts from award of County Court (Hertford, Hitchin), dated July 3, 1911 July 24

Amys v Barton appl of respt from award of County Court (Norfolk, Atteborough and Watton), dated July 10, 1911 July 27

Powell v The Bryndu Colliery Co appl of respts from award of County Court (Glamorganshire, Bridgend), dated July 27, 1911 July 27

Joyce v The Wellingborough Iron Co appl of applicant from award of County Court (Northamptonshire, Wellingborough), dated July 29, 1911 July 29

Beaumont v Underground Electric Rys Co of London Id appl of respts from award of County Court (West London, Brompton), dated July 11, 1911 July 29

Thoburn v Bedlington Coal Co Id appl of respts from award of County Court (Northumberland, Morpeth), dated July 20, 1911 Aug 3

Taylor v Bolckow, Vaughan & Co Id appl of respts from award of County Court (Yorkshire, Middlesbrough), dated Feb 17, 1911 Aug 4

Breakwell v Cle Hill Granite Co Id appl of respts from award of County Court (Shropshire, Ludlow), dated July 19, 1911 Aug 5

Coulson v The Worshipful Company of Drapers appl of respts from award of County Court (Cambridgeshire, Cambridge), dated July 29, 1911 Aug 9

Smith v Adnams & Co Id (The Riley Manufacturing Co Id, 3rd Parties) appl of respts from award of County Court (Suffolk, Halesworth), dated July 19, 1911 Aug 9

Newhouse & Co v Johnson appl of applicants from award of County Court (Norfolk, Norwich), dated July 18, 1911 Aug 17

Pitt v Wolff appl of respt from award of County Court (Middlesex, West London, Brompton), dated July 27, 1911 Aug 17

Jessop v Maclay and anr appl of respts from award of County Court (Yorkshire, Kingston-upon-Hull), dated Aug 4, 1911 Aug 21

Humber Towing Co Id v Barclay appl of applicants from award of County Court (Yorkshire, Kingston-upon-Hull), dated Aug 24, 1911 Aug 23

Marriott and anr v Brett & Beney Id appl of applicants from award of County Court (Middlesex, Whitechapel), dated Aug 9, 1911 Aug 28

Leach v Laverack & Goddard Id appl of respts from award of County Court (Yorkshire, Hull), dated Aug 11, 1911 Aug 31

Pomagalis v Owners of Ship Pontiac appl of respts from award of County Court (Glamorganshire, Barry), dated Aug 15, 1911 Sept 4

Edmunds v Owners of the Ship Peterson appl of respts from award of County Court (Carmarthenshire, Llanelli), dated Aug 21, 1911 Sept 5

James v Vivian appl of applicant from award of County Court (Worcestershire, Worcester), dated Aug 23, 1911 Sept 9

Smith v Morrison appl of applicant from award of City of London Court, dated Aug 22, 1911 Sept 21

Fry v The Mayor, &c of Cheltenham appl of respts from award of County Court (Gloucestershire, Cheltenham), dated Sept 8, 1911 Sept 21

Stevens v Insoles Id appl of applicant from award of County Court (Glamorganshire, Pontypridd), dated Sept 7, 1911 Sept 28

Bevan v The Energlyn Colliery Co appl of respts from award of County Court (Glamorganshire, Pontypridd), dated Sept 8, 1911 Sept 29

N.B.—The above List contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c, set down to October 2, 1911.

High Court of Justice.—King's Bench Division.  
MICHAELMAS Sittings, 1911.

Date.	Lord Chief Justice.	Law, J.	Branche, J.	Ridley, J.	Dawson, J.	Chambers, J.	Phillimore, J.	Bucknill, J.	Bray, J.	A. T. Lawrence, J.	Pickford, J.	Collander, J.	Hawthorn, J.	Scurr, J.	Bawler, J.	Avory, J.	Hoare, J.	Lunn, J.	
Oct. 12	Divisional Court	South-Eastern Circuit	Western Circuit	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	8. J.	
Oct. 13	Out	First Circuit	Second Circuit	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13
Oct. 16	Out	Third Circuit	Fourth Circuit	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Oct. 23	Out	5th Circuit	6th Circuit	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23
Oct. 24	Out	7th Circuit	8th Circuit	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Oct. 30	Out	9th Circuit	10th Circuit	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Oct. 31	Out	11th Circuit	12th Circuit	31	31	31	31	31	31	31	31	31	31	31	31	31	31	31	31
Nov. 2	Out	13th Circuit	14th Circuit	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Nov. 3	Out	15th Circuit	16th Circuit	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Nov. 6	Out	17th Circuit	18th Circuit	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Nov. 13	Out	19th Circuit	20th Circuit	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13
Nov. 15	Out	21st Circuit	22nd Circuit	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Nov. 16	Out	23rd Circuit	24th Circuit	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Nov. 18	Out	25th Circuit	26th Circuit	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
Nov. 20	Out	27th Circuit	28th Circuit	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Nov. 27	Out	29th Circuit	30th Circuit	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27
Nov. 30	Out	31st Circuit	32nd Circuit	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Dec. 4	Out	33rd Circuit	34th Circuit	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Dec. 16	Out	35th Circuit	36th Circuit	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Dec. 21	Out	37th Circuit	38th Circuit	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21

A—In charge of Special Jury List. B—In charge of Common Jury List. C—In charge of Non-Jury List.

Two of His Majesty's Judges, yet to be selected, will attend the November and December Sessions of the Central Criminal Court.

## Winding-up Notices.

London Gazette.—FRIDAY, Oct. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLEN & MANNOCCH, LTD.—Creditors are required, on or before Nov 24, to send their names and addresses, and the particulars of their debts or claims, to William Henry Peat, 11, Ironmonger Ln. Oliver & Co, Warwick St, Regent St, solors to the liquidator.

ANIMATOPHONE SYNDICATE, LTD.—Petn for winding up, presented Oct 12, directed to be heard Oct 24. Tree & Co, 6, Broad Street pl, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 23.

OWIN RUBBER AND PRODUCE CO., LTD.—Petn for winding up, presented Sept 29, directed to be heard Oct 24 Jarvis, 4, Finsbury sq, solor for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 23.

CENTRAL Kootenay Land and Development Co, LTD.—Creditors are required, on or before Nov 25, to send their names and addresses, and particulars of their debts or claims, to George Harmer Johnson, 62, New Broad St, liquidator.

East Northamptonshire Builders Insurance Co, LTD.—Creditors are required, on or before Oct 21, to send their names and addresses, and the particulars of their debts or claims, to T. J. Morgan, Silver St, Wellington. Morgan & George, Wellington, solors to the liquidator.

E.C. CATERING CO, LTD.—Petn for winding up, presented Oct 12, directed to be heard Oct 24 Malcolm R. C. Scott, 35, New Broad St, solor for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 23.

FREDERICK C. GLENISTER & CO, LTD.—Petn for winding up, presented Oct 9, directed to be heard Oct 24 Indermair & Brown, 22, Chancery Ln, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 23.

North Cerro Muriano Copper Mines, LTD.—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to F. H. Williams, 6, Queen Street pl, liquidator.

Sea View Assembly Rooms, LTD.—Creditors are required, on or before Oct 27, to send in their Christian and surnames, their addresses and full particulars of their debts or claims, to Sidney Phillip Thomas Watson, Guildford House, Sea View, Isle of Wight, liquidator.

Sea View Roller Rink Co, LTD.—Creditors are required, on or before Nov 10, to send their names and addresses, and the particulars of their debts or claims, to Charles Lucas, Boston, liquidator.

Thomas Lacy & Co, LTD.—Petn for winding up, presented Sept 22, directed to be heard at the County Court House, St Peter's Gate, Nottingham, Oct 27 at 12. Wallis & Starkie, York chmbrs, Long Eaton, solors to the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 26.

Waring White Building Co, LTD.—Petn for winding up, presented Oct 7, directed to be heard Oct 24 Downer & Johnson, 126, Salisbury House, London wall, solors to the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 23.

London Gazette.—TUESDAY, Oct 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Australasian Vacuum Cleaner Syndicate, LTD.—Petn for winding up, presented Oct 12, directed to be heard Oct 31 Hastings, Lincoln's Inn fields, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 30.

Charles Weber & Co, LTD, Eltham, Builders—Creditors are required, on or before Nov 7, to send their names a d add'rs, and the particulars of their debts or claims, to F. E. Davis, 95-97, Finsbury Pavement, liquidator.

Eckersall & Rothwell, LTD.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to G. A. Duckworth, 7, St John's St, liquidator.

F. and E. Davis, LTD.—Creditors are required, on or before Nov 7, to send their names and addresses, and the particulars of their debts or claims, to Frederic William Davis, 95-97, Finsbury Pavement, liquidator.

Kosmo Lubric Oil Co, LTD.—Petn for winding up, presented Sept 27, directed to be heard Oct 26 at 12. Court House, Stepney Bridge. Pearson & Co, 435, Corn Exchange bldgs, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 24.

National Bank of China, LTD (in LIQUIDATION)—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to A. R. Lowe, Thorner's chmbrs, Ingram court, Fenchurch St, liquidator.

Nicholls & Reynolds, LTD.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Chas. E. Dovey, 31, Queen St, Cardiff, liquidator.

Fandau (Johore) Rubber Estates, LTD.—Creditors are required, on or before Nov 28, to send their names and addresses, and particulars of their debts or claims, to Henry Gunter, Orient House, 42 to 45, New Broad St, liquidator.

Peatboard Syndicate, LTD.—Creditors are required, on or before Nov 18, to send their names and addresses, and particulars of their debts or claims, to Newman M. Ogle, Worcester House, Walbrook, liquidator.

## Creditors' Notices.

## Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 17.

Boulnois, Edmund, Baker St Bazaar, Baker St Nov 16 Johnson and Another v Boulnois and Others, E. J. Johnson, 9, New sq, Lincoln's Inn

## Under 22 &amp; 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct 13.

Aldous, Mary Ann, Alderman rd, Bermondsey Nov 4 Gros, St Helen's pl Archbold, Joseph Armstrong, Alnmouth, Northumberland, Gas Works Proprietor Nov 13 Hindmarsh & Hardy, Alnwick

Bingham, John, Crystal Palace rd, East Dulwich Nov 8 Strand, Birkbeck Bank chmbrs, High Holborn

Brindle, John William Mackrell, Urmston, Lancashire, Yarn Agent Nov 18 Preston & Son, Manchester

Broodbank, Calke, Folkestone Nov 21 Bradley & Hulme, Folkestone

Christie, William Henie, St Leonards on Sea Nov 14 Young & Co, Hastings

Churchill, Felicia, Thornton Hill, Wimbledon Nov 30 Lowndes & Son, George St, Mansion House

COLLING, JOSEPH WAKEFORD, Bird st, Oxford st Dec 1 Collins & Co, Edgware rd  
 COX, WILLIAM, JP, Yeovil Nov 13 Watts & Co, Yeovil  
 DAVIS, EDWARD, Cheltenham Dec 15 Ticehurst & Co, Cheltenham  
 FITTON, CLARA, Newcastle upon Tyne Nov 30 Lowndes & Son, George st, Mansfield  
 HALL, EBENKEE, Dronfield, Derby Dec 31 Maxfield, Sheffield  
 HEELEY, NEVILLE SMITH, Solihull, Warwick, Steel Toy Manufacturer Nov 16 Wood & Co, Birmingham  
 HENTSCH, ALFRED WILLIAM, New Compton st, Surgical Instrument Maker Nov 13 Brook, Dacre House, Arundel st  
 HIBBERT, NANCY, Hindley Green, Lancaster Nov 8 Marsh & Co, Leigh, Lancs  
 HILL, EDWARD WILLIAM, Tachbrook st, Fimlico Nov 17 Yeilding & Co, Vincent sq, Westminster  
 HUGGON, MARY, Carlisle Oct 27 Wannop & Westmorland, Carlisle  
 JACKSON, JAMES, Shawforth, nr Rochebald Nov 13 Jackson & Co, Rochebald  
 JACKSON, JOHN, Sevenoaks, Kent Oct 28 Neve & Peach, Tonbridge  
 JAY, ALFRED, Jermingham rd, New Cross Nov 14 Wright, Quon st  
 KELLEY, ELIZABETH, St Leonards on Sea Oct 31 Young & Co, Hastings  
 KENWORTHY, ARTHUR, Olveston, Glos Nov 27 Burges & Sloan, Bristol  
 KIGHTLY, HARRY, Chelsham rd, Clapham Nov 9 Simpson & Co, Southwark st, London Bridge  
 KNAGGS, SAMUEL, Huddersfield Nov 4 Laycock & Co, Huddersfield  
 LANARK, PHILIP, Goldhawk rd, Shepherd's Bush Nov 21 Hanson & Smith, Hammer Smith rd  
 LESSER, LESSER, Westbourne ter, Hyde Park, Fine Art Dealer Nov 20 Davenport & Co, Chancery ln  
 MACDONNELL, ELIZABETH ANN, St John's villas, Upper Holloway Dec 10 Cutler & Allingham, Duke st, St. James's  
 MILLER, MARK, Bolton Nov 10 Holden & Holden, Bolton  
 NOTTING, WILLIAM, Enfield Nov 14 Edwards & Co, Lawrence in, Cheapside  
 PEKEE, GEORGE, Lee, Kent, Leather Manufacturer Nov 25 Carter & Co, Theobalds rd  
 REED, JAMES, Canterbury, F R C S Nov 25 Reid, King & Co, Cheapside  
 RIDDELL, SARAH, North Hylton, Durham Oct 28 Crow, Sunderland  
 RUSHWORTH, EDWIN, Liscard, Chester Oct 30 Tebby & Lynch, Liverpool  
 RYLEY, BEGNAUD, Crosby bridge, Crosby eq, Ship Broker Nov 25 Paines & Co, St Helen's  
 STEWELL, JAMES, Hereford rd, Baywater, Builder Nov 9 Weiman & Sons, Westbourne  
 SUTCH, HENRY UTTING, Chapel st, Woolwich Nov 11 Rayly, Devereux et, Strand  
 SUTCLIFFE, JOHN, Oldham Nov 21 Smith, Oldham  
 THOMSON, SAMUEL IRWIN, Heaton Moor, Lancaster, Agent Nov 25 Boote & Co, Manchester  
 THURSTON, ALFRED PENROSE, Hillfield av, Horsey Nov 30 Sheehy, Coleman st  
 TILLOT, JOHN BUCKENHAM, Norwich Oct 25 Mills & Reeve, Norwich  
 VICKERS, WILLIAM HOWARTH, Didsbury, Manchester, Paper Merchant Nov 30 Diggies & Ogden, Manchester  
 WATSON, MARGARET ANNE, Bolton Nov 9 Warren & Warren, Broad Street pl  
 WERNER, HILLEGARD, Newcastle upon Tyne Nov 15 Bird & Sons, Newcastle upon Tyne  
 WHITE, THOMAS, Hastings Nov 15 Morgan, Hastings  
 London Gazette, TUESDAY, Oct 17.

ABRAHAMS, HYAM, Finchley Nov 25 Burn & Berridge, Old Broad st

ANDERSON, ROBERT SHAND, Belvoir rd Nov 25 Cochran & Macpherson, Aberdeen  
 ANDERTON, SAMUEL, Birmingham, Chemist Nov 1 Lee & Co, Birmingham  
 ARCHEE, CECIL RADCLIFFE, Minehead, Somerset Dec 4 Watts & Co, Newton Abbot  
 BEANES, EDWARD, Paddock Wood, Kent Nov 16 Routh & Co, Southampton st, Bloomsbury  
 BEST, RAYMOND ROBERT, Cardiff, Ship Store Manager Nov 14 Annear, June Cardiff  
 BIRD, ELIZABETH MARY, Dawlish, Devon Nov 12 Graham & Wigley, King st, Cheapside  
 BISCOE, HENRY STAFFORD TYNDALE, Kidlington, Oxford Nov 20 Nicholson & Co, Coleman st  
 BOLD, MARY ELIZABETH, Cheetham, Manchester Nov 12 Ross, Belfast  
 CARGILL, DONALD STUART, Handsworth Nov 14 Ore, Birmingham  
 CHADWICK, EDWIN, Stalybridge Nov 30 Garside & Co, Stalybridge  
 CHIRNEY, HARRIET, Seven Sisters rd Nov 25 Davis, Pall Mall  
 CRABBE, JOHN FRANCIS GWYNNE, Abergavenny, School Teacher Nov 17 David & Evans, Cardiff  
 DEAN, EDWIN, Slaitwaite, York, Medical Practitioner Nov 15 Freeman, Slaitwaite  
 FOWLER, ELIZABETH, Chorlton on Medlock, Manchester Nov 15 Thomson, Manchester  
 GRANT, STEPHEN, jun, Wickenh m Nov 30 W H & A G Herbert, Cork st, Burlington gins  
 HALE, ANN SOPHIA, Middleton nr Pickering, Yorks Jan 1 Whitehead & Son, Pickering  
 HARRIS, HENRY, Yardley, Worcester Nov 14 Lee & Lea, Old Jewry chmbs  
 HARRIS, MARY, St Agnes, Cornwall Nov 14 Hancock, Truro  
 HINDLEY, JOHN, Henton Moor, nr Stockport Nov 30 Thistletonwaite & Brownawold, Manchester  
 IVE, OCTAVIA, Ruislip, Middlesex Nov 11 Peacock & Goddard, Suth sq  
 JONES, GEORGE, Birmingham, Nov 4 Cottrill & Son, Birmingham  
 KING, WILLIAM PORTEOUS, Walkbrook Dec 1 Dade & Co, Queen Victoria st  
 LOV, SAMUEL HARDING, Pickering, Yorks Jan 1 Whitehead & Son, Pickering  
 MURRAY, PATRICK JOHN, Egremont, Chester, Inland Revenue Officer Nov 17 Wilson & Cowie, Liverpool  
 NORBURY, JOHN, Gordon sq, Middle Nov 23 Farrer & Co, Lincoln's Inn fields  
 PALMER, THOMAS, Pill, Pembrokeshire Nov 20 Eaton-Evans & Williams, Haverfordwest  
 PHILIPS, JOHN, College rd, East Dulwich, Tailor Nov 17 Eggar & Co, Old Broad st  
 PHILPIN, ARTHUR JAMES, Herbrandston, Pembrokeshire, Farmer Nov 20 Eaton-Evans & Williams, Haverfordwest  
 POPPY, WILLIAM EDWARDS, Queen's rd, Dalston Nov 18 Harrison & Co, Venon house, Sicilian av, Bloomsbury sq  
 POULT, JAMES, PAU, France Nov 30 Duffy, Basinghall st  
 PRESTON, HARRIETT COMBY, Bulmer, York Nov 30 Ridge, Malton  
 RAGG, HELEN, Claxton, York Dec 1 Watkins n, York  
 RENISON, WILLIAM JAMES, Aintree, Liverpool, Tobaccoconist Nov 17 Pennington & Higgin, Liverpool  
 ROBINSON, GEORGE, Rotherham, Carting Contractor Dec 1 Oxley & Coward, Rotherham  
 ROWE, WILLIAM WILLCOCK, Stockton Heath, Chester Nov 25 Davies & Co, Warrington  
 SEMPLE, AGNES MARY WILSON, Turrington sq, Bloomsbury Nov 13 Lee & Pembertons Lincoln's Inn fields  
 WARDELL, JOHN, Newcastle upon Tyne, Market Gardener Nov 20 Denison & Slater Newcastle upon Tyne

## Bankruptcy Notices.

London Gazette.—FRIDAY, Oct. 13.

### RECEIVING ORDERS.

BARRETT, GEORGE ALBERT, Leeds, Grocer, Leeds Pet Oct 10 Ord Oct 10  
 BERTHIE, HENRY, Holland Park av, Corn Dealer High Court Pet Oct 7 Ord Oct 7  
 BRETT, FRANCIS SAMUEL, Clifton villas, Camden rd, Wholesale Bookseller High Court Pet Aug 23 Ord Oct 9  
 BROWN, THOMAS NORMAN, Liverpool, Draper Liverpool Pet Oct 10 Ord Oct 10  
 BROWN, WILLIAM, Elderfield rd, Clapton Chelmsford Pet Sept 15 Ord Oct 9  
 COOK, WILLIAM EVERITT, North Evington, Leicester, Engineer, Leicester Pet Oct 10 Ord Oct 10  
 CRAKE, G H, Covent Garden Market, Potato Merchant High Court Pet June 21 Ord Oct 9  
 CHOMLEY, SAMUEL, Liverpool, Hosiery Liverpool Pet Oct 10 Ord Oct 10  
 DAVIES, DAVID EVAN, Ystradgynlais, Brecon, Builder Neath Pet Oct 10 Ord Oct 10  
 DAVIES, EDWIN, Dudleyton, Ellesmere, Salop, Farmer Wrexham Pet Sept 11 Ord Oct 10  
 DAVIES, JAMES RICHARD, Bolton, Journeyman Clogger Bolton Pet Oct 9 Ord Oct 9  
 DICKINSON, WILLIAM HENRY, Aldbury, Herts, Farmer Aylesbury Pet Aug 24 Ord Oct 9  
 EASTHORN, THOMAS, Barrow in Furness, Motor Repairer Barrow in Furness Pet Oct 11 Ord Oct 11  
 EDWARDS, THOMAS, Birmingham, Butcher Birmingham Pet Sept 21 Ord Oct 9  
 FAVILLE, MARTIN, Nettleton, Lincs, Carter Lincoln Pet Oct 9 Ord Oct 9  
 GERARD, ERNEST, Strand, Architect High Court Pet May 25 Ord Oct 6  
 GRIMES, GEORGE ALBERT, North Walsham, Norfolk, Corn Dealer Norwich Pet Oct 11 Ord Oct 11  
 HAYES, JOHN FREDERICK WILLIAM, Southampton, Southampton Pet Aug 16 Ord Oct 9  
 HOGGARD, DAVID, Whitley Bay, Northumberland, Gardener Newcastle upon Tyne Pet Oct 10 Ord Oct 10  
 HYDE, EDWIN, Yeovil, Builder Yeovil Pet Oct 9 Ord Oct 9  
 ISAACS, HENRY LAWRENCE, Gravel in, Houndsditch, Hat Manufacturer High Court Pet Sept 7 Ord Oct 6  
 KATE, HARRY NEVILLE, Kingsthorpe rd, Sydenham, Engineer Greenwich Pet Sept 19 Ord Oct 10  
 KERRY, CHARLES, Shrewsbury, Licensed Victualler Shrewsbury Pet Oct 11 Ord Oct 11  
 LEEDS, GEORGE, Ilford, Essex, Builder Chelmsford Pet Sept 16 Ord Oct 9  
 LAVESY, P. EDWARD CARTER, Brixton rd, Variety Artist High Court Pet Oct 10 Ord Oct 10  
 LLOYD, ABRAHAM, Pontypridd, Glam, Collier Pontypridd Pet Oct 9 Ord Oct 9  
 MASON, ARNOLD TELFORD, Manchester, solicitor Manchester Pet Sept 21 Ord Oct 9  
 MAY, JEROME WALTER, Cock in, Snow hill, High Court Pet Sept 16 Ord Oct 11  
 MEEKIN, HERBERT WILLIAM, Long Eaton, Derby, Lace Manufacturer Derby Pet Sept 28 Ord Oct 9  
 MINSKY, JULIUS, Sheffield, Agent Sheffield Pet May 23 Ord Oct 11  
 MOORE, FRED, Castleford, Yorks, Decorator Wakefield Pet Sept 29 Ord Oct 11  
 MOUNTFORD, EDWARD JOHN, Butler st, Tie Manufacturer High Court Pet Oct 9 Ord Oct 9  
 NICHOLAS, RICHARD, Chepstow, Mon, Coal Merchant Newport, Mon Pet Oct 6 Ord Oct 6  
 NICHOLAS, WILLIAM WEBB, Neyland, Pembrokeshire, Baker Pembroke Dock Pet Oct 11 Ord Oct 11  
 OLDHAM, ALBERT, Kippax, Yorks, Carting Agent Wakefield Pet Oct 7 Ord Oct 7  
 O'SULLIVAN, JAMES A., Wolseley Bridge, Stafford Stafford Pet Aug 29 Ord Oct 9  
 RABINET, FREDERICK WILLIAM, Sibley, Leicester Leicester Pet Oct 10 Ord Oct 10  
 REED, FRANK, Belvoir rd, Hampstead High Court Pet Sept 19 Ord Oct 11  
 ROWDOTHAM, JOHN COULSON, Bradford, Tin Worker Bradford Pet Oct 10 Ord Oct 10  
 THACKRAY, WILLIAM, Grewelthorpe, nr Ripon, Yorks, Butcher Northallerton Pet Sept 21 Ord Oct 9  
 WESTWORTH, ARTHUR, Preston, Stockbroker Preston Pet Oct 10 Ord Oct 11  
 WILSON, CHARLES HARRY, Leeds, Dyer's Manager Leeds Pet Oct 9 Ord Oct 9  
 WILSON, ELIZABETH, Leeds, Leeds Pet Oct 9 Ord Oct 9  
 WILSON, JAMES SEAL, Leeds, Leeds Pet Oct 9 Ord Oct 9  
 Amended Notice substituted for that published in the London Gazette of Oct 3:  
 AVERY, WILLOUGHBY JOHN, Biddulph, Bucks, Farmer Aylesbury Pet Sept 23 Ord Sept 28  
 Amended Notice substituted for that published in the London Gazette of Oct 10:  
 KEEF, JOHN BRUCE, Pinner, Middlesex, Barrister at Law St Albans Pet Aug 2 Ord Oct 4  
 FIRST MEETINGS.  
 BAILEY, ARTHUR EVANS, Alfreton, Derby, Joiner Oct 23 at 11.30 Off Rec 5, Victoria bldgs, London rd, Derby  
 BARRETT, GEORGE ALBERT, Leeds, Grocer Oct 23 at 11.30 Off Rec 24, Bond st, Leeds  
 BERTHIE, HENRY, Holland Park av, Corn Dealer Oct 23 at 12.30 Bankruptcy bldgs, Carey st  
 BRETT, FRANCIS SAMUEL, Clifton villas, Camden rd, Wholesale Bookseller Oct 24 at 1 Bankruptcy bldgs, Carey st  
 BROWN, SAMUEL, Southend on Sea, Tailor Oct 23 at 12 Off Rec 14, Bedford row  
 BROWN, THOMAS NORMAN, Liverpool, Draper Oct 24 at 11 Off Rec 35, Victoria st, Liverpool  
 CAREY, NELLY, St Leonards on Sea Oct 21 at 11.30 Off Rec 12A, Marlborough pl, Brighton  
 COOK, WILLIAM EVERITT, North Evington, Leicester, Engineer Oct 21 at 12 Off Rec 1, Berridge st, Leicester  
 COOPER, GEORGE, Gilton Broad, Suffolk, Shoemaker Oct 21 at 12.30 Off Rec 8, King st, Norwich  
 CRAKE, G H, Covent Garden Market, Potato Merchant Oct 24 at 11 Bankruptcy bldgs, Carey st  
 CURZON, WILLIAM JOHN, Nottingham, Estate Agent's Clerk Oct 24 at 12 Off Rec 4, Castle pl, Park st, Nottingham

DAVIES, JAMES RICHARD, Bolton, Journeyman Clegg Oct 21 at 11 Off Rec 19, Exchange st, Bolton  
 EDWARDS, THOMAS, Birmingham, Butcher Oct 25 at 11.30 Ruskin chmbs 191, Corporation st, Birmingham  
 GERARD, ERNEST, Strand, Architect Oct 23 at 18 Bankruptcy bldgs, Carey st  
 HOGGARD, DAVID, Whitley Bay, Northumberland Gardner Oct 24 at 11 Off Rec 30, Moseley st, New-castle upon Tyne  
 HUGHES, ALBERT Llanillo, Florist Oct 21 at 12 Off Rec 4 Queen st, Carmarthen  
 HUTCHINSON, HENRY, Nottingham, Lace Maker Oct 24 at 11 Off Rec 4, Castle pl, Park st, Nottingham  
 HYDE, EDWIN, Yeovil, Builder Oct 24 at 12.30 Off Rec City chmbs, Catherine st, Salisbury  
 ISAACS, HENRY LAWRENCE, Gravel in, Houndsditch, Hat Manufacturer Oct 23 at 11 Bankruptcy bldgs, Carey st  
 KAISER, ARTHUR, Richmond, Yorks, Jeweller Oct 24 at 11.30 Off Rec, Court chmbs, Albert rd, Middlesbrough  
 KATE, HARRY NEVILLE, Sydenham, Kent, Engineer Oct 23 at 11.30 132, York rd, Westminster Bridge rd  
 KEMP, JAMES, Cromer, Lodging house, Keeper Oct 21 at 12.45 Off Rec 8, King st, Norwich  
 KERRY, CHARLES, Shrewsbury, Licensed Victualler Oct 23 at 11.30 Off Rec 22, Swan hill, Shrewsbury  
 KNOWLES, HARRY, Hyde, Cheshire, Grocer Oct 24 at 3 Off Rec 100, St. Peter's st, Manchester  
 LIVERTON, EDWARD CARTER, Brixton rd, Variety Artist Oct 23 at 11 Bankruptcy bldgs, Carey st  
 LLOYD, ABRAHAM, Pontypridd, Glam, Collier Oct 24 at 11.15 St Catherine's chmbs, St Catherine's st, Pontypridd  
 MOUNTFORD, EDWARD JOHN, Butler st, Tie Manufacturer Oct 23 at 1 Bankruptcy bldgs, Carey st  
 NICHOLAS, RICHARD, Chepstow, Mon, Coal Merchant Oct 21 at 11 Off Rec 144, Commercial st, Newport, Mon  
 OLDHAM, ALBERT, Kippax, Yorks, Carting Agent Oct 24 at 3 Off Rec 21, King st, Wakefield  
 RABINET, FREDERICK WILLIAM, Sibley, Leicester Oct 21 at 11 Off Rec 1, Berridge st, Leicester  
 RYDOTHAM, JOHN COULSON, Bradford, Tin Worker Oct 23 at 11 Off Rec 19, Duke st, Bradford  
 SMITH, ELWOOD, Old Trafford, Manchester, Painter Oct 21 at 11 Off Rec, Byron st, Manchester  
 SOWDEN, RICHARD, Barnsley, Auctioneer Oct 24 at 10.30 Off Rec 9, Regent st, Barnsley  
 TAYLOR, ARTHUR EDWIN, and ALBERT HUNTER, Rotherby, nr Thirsk, Iron Founder Oct 24 at 12 Off Rec Court chmbs, Albert rd, Middlesbrough  
 TAYLOR, CHARLES, Congleton, Dairymen Oct 24 at 12 Off Rec 23, King Edward st, Macclesfield  
 THACKRAY, WILLIAM, Grewelthorpe, nr Ripon, Butcher Oct 26 at 11.30 Off Rec, Court chmbs, Albert rd, Middlesbrough  
 WILKINSON, JOHN EDWIN POPE, Wells, Somerset, Confectioner Oct 23 at 11.30 Off Rec 26, Baldwin st, Bristol  
 WILSON, CHARLES HARRY, Leeds, Dyer's Manager Oct 23 at 11 Off Rec 24, Bond st, Leeds  
 WILSON, ELIZABETH, Leeds Oct 23 at 11 Bond st, Leeds

WILSON, JAMES SEAL, Leeds Oct 23 at 11 Off Rec, 24 Bond st, Leeds

## ADJUDICATIONS.

BARNETT, GEORGE ALBERT, Leeds, Grocer Leeds Pet Oct 10 Ord Oct 10

BENTHIS, HENRY, Holland Park av, Corn Dealer High Court Pet Oct 7 Ord Oct 7

PEXON, ARTHUR, Dabrook, Notts, Wicker Furniture Manufacturer Nottingham Pet Sept 6 Ord Oct 11

EISNER, FREDERICK ELWARD (a dimpled Englishman) High Court Pet July 18 Ord Oct 11

BROWN, THOMAS NORMAN, Liverpool, Draper, Liverpool Pet Oct 10 Ord Oct 10

COOK, WILLIAM EVERITT, North Evington, Leicester, Engineer Leicester Pet Oct 10 Ord Oct 10

CROSBY, SAMUEL, Liverpool, Hosier Liverpool Pet Oct 10 Ord Oct 10

DAVIES, DAVID EVAN, Yatradgyniad, Brecfa, Builder Neath Pet Oct 10 Ord Oct 10

DAVIES, JAMES RICHARD, Bolton, Journeyman Clogger Bolton Pet Oct 9 Ord Oct 9

EASTHAN, THOMAS, Barrow in Furness, Motor Repairer Barrow in Furness Pet Oct 11 Ord Oct 11

FAVELL, MARTIN, Nettleton, Lincoln, Carter Lincoln Pet Oct 9 Ord Oct 9

GRIMES, GEORGE ALBERT, North Walsham, Norfolk, Corn Dealer Norwich Pet Oct 11 Ord Oct 11

HEDFORD, HENRY FRANCIS, Budleigh Salterton, Devon Exeter Pet Aug 4 Ord Oct 5

HOGGARD, DAVID, Whitley Bay, Northumberland, Gardner Newcastle upon Tyne Pet Oct 10 Ord Oct 10

HYDE, EDWIN, Yeovil, Somerset, Builder Yeovil Pet Oct 9 Ord Oct 9

LAWRENCE, GOSWOO, Ilford, Essex, Builder Chelmsford Pet Sept 10 Ord Oct 9

LIVERTON, EDWARD CARTER, Brixton rd, Variety Artist High Court Pet Oct 10 Ord Oct 10

LODGE, ABRAHAM, Pontypridd, Glam, Collier Pontypridd Pet Oct 9 Ord Oct 9

LORRIS, SYDNEY GEORGE, Teather st, Camberwell, Cabinet Maker High Court Pet Sept 11 Ord Oct 9

MARSHALL, E. EDGERTON, rd, Amusement Caterer High Court Pet Aug 22 Ord Oct 11

MEEHLAN, HENRY WILLIAM, Long Eaton, Derby, Lace Manufacturer Derby Pet Sept 28 Ord Oct 11

MORTON, SARAH SUSAN, Uxbridge, High Court Pet Aug 5 Ord Oct 11

MOUNTFORD, EDWARD JOHN, Butler st, Tie Manufacturer High Court Pet Oct 9 Ord Oct 9

NICHOLAS, RICHARD, Chipping, Mon, Coal Merchant, Newport, Mon Pet Oct 6 Ord Oct 6

NICHOLAS, WILLIAM WEBB, Neyland, Pembrokeshire, Baker Pembrokeshire Pet Oct 11 Ord Oct 11

OLDHAM, ALBERT, Kippax, Yorks, Carting Agent Wakefield Pet Oct 7 Ord Oct 7

BARNETT, FREDERICK WILLIAM, Sileby, Leicester, Leicestershire Pet Oct 10 Ord Oct 10

ROBERTS, HENRY, Penrose, St Keverne, Cornwall Truro Pet Sept 25 Ord Oct 11

ROWBOTHAM, JOHN, Coalhouse, Bradford, Tin Worker Bradford Pet Oct 10 Ord Oct 10

SHEPHERD, GOV'T BARTTELL, Long acre, Motor Car Agent High Court Pet June 29 Ord Oct 7

STOKES, ANTHONY, Craven st, Builder High Court Pet Aug 25 Ord Oct 7

WILSON, CHARLES HARRY, Leeds, Dyer's Manager Leeds Pet Oct 9 Ord Oct 9

WILSON, ELIZABETH, Leeds, Leeds Pet Oct 9 Ord Oct 9

WILSON, JAMES SEAL, Leeds, Leeds Pet Oct 9 Ord Oct 9

WOOD, THOMAS, Nantwich, Cheshire, Contractor Nantwich Pet Sept 18 Ord Oct 10

## ADJUDICATION ANNULLED.

JONES, FREDY LEONARD, Newmarket, Market Gardener Cambridge Adjud May 17 Annual Sept 27

London Gazette.—TUESDAY, Oct. 17.

## RECEIVING ORDERS.

ASHLING, ARTHUR, Worthing, Builder Brighton Pet Oct 14 Ord Oct 14

BELL, GEORGE FREDERICK, Margate, Solicitor Canterbury Pet Oct 2 Ord Oct 14

BROWN, RIGINALD DUNCAN, Ironmonger in High Court Pet July 6 Ord Sept 27

BURDEN, LUTHER CAWS, Durrington, Wilts, Fishmonger Pet Oct 13 Ord Oct 13

BURGESS, HENRY, Cilfynydd, Glam, Baker Pontypridd Pet Oct 13 Ord Oct 13

BURRAGE, W. H., Edenbridge, Kent, Builder Tunbridge Wells Pet Oct 2 Ord Oct 13

CARRIERS, VICTOR VALENTINE, Great Yarmouth Baker Great Yarmouth Pet Oct 12 Ord Oct 12

COX, FREDERICK JOHN, Shipston on Stour, Warwick, Tailor and Miller Balsbury Pet Oct 14 Ord Oct 14

CRAWFORD, JAMES, King's Norton, Staffs, Boot Dealer Dingle Pet Oct 5 Ord Oct 13

CUTLER, SAMUEL ROBERT, Chesterfield, Farmer Chesterfield Pet Sept 30 Ord Oct 14

D'ORAZIO, PIETRO, Ancoats, Manchester, Ice Cream Maker Manchester Pet Sept 23 Ord Oct 10

DUNN, CECIL DR SIVRAC, Titcombe, nr Hungerford, Berks, Company Director Newbury Pet Oct 11 Ord Oct 11

EDWARDS, HAROLD WILLIAM, Mark In, Company Director High Court Pet Aug 14 Ord Oct 13

FIELD, JOHN, Langley, Worcester, Turner Wet Bromwich Pet Oct 14 Ord Oct 14

GIBBONS, EDWIN, Woolhope, Hereford Hereford Pet Oct 12 Ord Oct 12

HALL, HERBERT ROBERT, Willlesden Green Cycle Dealer High Court Pet Oct 13 Ord Oct 13

HARTLAND, JAMES, Langley, Worcester, Clothier West Bromwich Pet Oct 12 Ord Oct 12

HOBLYN, FREDERICK SMYTHIES, Broad Street pl, Merchant High Court Pet July 6 Ord Oct 13

KING, ARTHUR, Mansfield, Notts, Umbrella Maker Nottingham Pet Oct 12 Ord Oct 12

LAKE, DAVID, Ammanford, Carmarthen, Outfitter Carmarthen Pet Sept 12 Ord Oct 11

LOW, GEORGE HENRY, Torre, Torquay, Carpenter Exeter Pet Oct 15 Ord Oct 13

MACLAGAN, WALTER DOUGLAS DALRYMPLE, Burnham Market, Norfolk, Norwich Pet Sept 28 Ord Oct 13

MEREDITH, NOAH, Tonypandy, Glam, Grocer Pontypridd Pet Sept 28 Ord Oct 16

MOORE, JOHN, Shrewsbury, Insurance Inspector Shrewsbury Pet Oct 12 Ord Oct 12

NIXON, ROBERT WILLIAM, Ramsbottom, Lancs, Fish Dealer Bolton Pet Oct 13 Ord Oct 13

OLIVER, WILLIAM, Ord, Northumberland, Dairyman Newcastle upon Tyne Pet Oct 13 Ord Oct 12

PARKER, JAMES, Ormside st, Old Kent rd, Cartage Contractor High Court Pet Oct 14 Ord Oct 14

REVELL, CHARLES RICHARD, Grassmoor, nr Chesterfield, Builder Chesterfield Pet Oct 12 Ord Oct 12

RHODES, ALFRED, Nottingham, Joiner Nottingham Pet Oct 12 Ord Oct 12

SAUNDERS, THOMAS, Cargill rd, Earl'sfield, Baker Wandsworth Pet Oct 12 Ord Oct 12

SCRIVEN, JOHN TEMPLE, Staines, Middx High Court Pet Oct 12 Ord Oct 12

SEVERN, BENJAMIN, and GEORGE SUMMERS, Royston, nr Bunting, Yorks, Builders Barnsley Pet Oct 12 Ord Oct 12

SINGLAIR, CHARLES TREY, Oakdale rd, Streatham Wandsworth Pet Sept 2 Ord Oct 12

SIMMELAY, JOSEPH, Pwllheli, Carnarvon, Fishmonger Portmadoc Pet Oct 11 Ord Oct 12

SMITH, H. P., Park row, Knightsbridge, Farmer High Court Pet Sept 19 Ord Oct 12

SMITH, JOHN, Castle Donington, Leicester, Joiner Leicestershire Pet Oct 12 Ord Oct 12

SMITH, MARCUS, High st, Acton, Ironmonger Brentford Pet Sept 18 Ord Oct 13

STEPHAN, M. J., Broad st pl, Mining Engineer High Court Pet Sept 28 Ord Oct 12

SWINBURNE, ERNEST, Chopwell, Durham, Butcher Newcastle upon Tyne Pet Oct 13 Ord Oct 13

TANNER, JOHN ALBERT, Aberbargoed, Mon, Baker Tredegar Pet Oct 14 Ord Oct 14

TYSON, THOMAS WILLIAM, Gray's Inn sq, Journalist High Court Pet Sept 5 Ord Oct 12

## FIRST MEETINGS.

ARSCOTT, WILLIAM, Wivelscombe, Somerset, Dealer Oct 25 at 3.15, 10, Hammett st, Taunton

BEAUMONT, GODFREY LANCASTER, Llandudno Oct 27 at 11 Off Rec, Castle Chambers, 6, Vernon st, Stockport

BEXON, ARTHUR, Daybrook, Notts, Wicker Furniture Manufacturer Oct 25 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

BURDEN, LUTHER CAWS, Durrington, Wilts, Fishmonger Oct 26 at 12.45 Off Rec, 6, City Chambers, Catherine st, Salisbury

SINCLAIR, CHARLES TREY, Oakdale rd, Streatham Oct 27 at 2.30, 132, York rd, Westminster Bridge rd

SMITH, H. P., Park row, Knightsbridge, Farmer Nov 1st 1 Bankruptcy bldgs, Carey st

SMITH, JOHN, Castle Donington, Leicestershire, Joiner Oct 2 at 3 Off Rec, 1, Berriedge at Leicester

STEPHAN, M. J., Broad Street pl, Mining Engineer Nov 1 at 11.30 Bankruptcy bldgs, Carey st

TYSON, THOMAS WILLIAM, Gray's Inn sq, Journalist Nov 1 at 11 Bankruptcy bldgs, Carey st

WESTWORTH, ARTHUR, Preston, Lancs, Stock Broker Oct 25 at 11 Off Rec, 13, Winckley st, Preston

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